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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

VISION INDUSTRIES GROUP, INC.,

Plaintiff,

 V_2

ACU PLASMOLD, INC.,
and ABC COMPANIES 1-10,
and XYZ CORPORATIONS 1-10,

Defendants.

[illegible]

Case No. **2:18-cv-06296-ES-CLW**
[PROPOSED] FINAL
PRETRIAL ORDER

This matter having come before the Court for a pretrial conference pursuant to Fed. R. Civ. P. 16; Evelyn Donegan of Rubin, Kaplan and Associates, and Michael Cukor of McGeary Cukor LLC having appeared for plaintiff(s) and Edward W. Miller, Esq., having appeared for defendant(s); and counsel all having been notified that:

(1) a bench trial in this matter has been scheduled before the Hon. Esther Salas on _____;

(2) the pretrial submissions detailed in ¶¶ 2, 18 and 19 below are to be submitted no later than forty-five (45) days prior to trial (or as otherwise ordered by the Court) or they will be deemed waived; and

(3) a pretrial housekeeping conference is scheduled before Hon. Esther Salas on _____; the following Final Pretrial Order is hereby entered:

1. **JURISDICTION** - This Court has subject matter jurisdiction over all causes of actions set forth in the Complaint based upon 28 U.S.C. § 1332(a)(2), and pursuant to the supplemental jurisdiction of this Court for all non-federal causes of action under 28 U.S.C. § 1367.

The Court has personal jurisdiction over the parties and no party contests personal jurisdiction.

2. **NATURE OF THE ACTION** - This is a breach of contract action by Vision Industries Group, Inc., (“Vision”) a New Jersey Corporation, for breach of a distributorship agreement and breach of the covenant of good faith and fair dealing by Defendant ACU Plasmold Inc.

3. **PENDING/CONTEMPLATED MOTIONS/TRIAL BRIEFS**

During the last conference, Defendant requested permission to proceed with a jury trial. Plaintiff does not oppose the request.

Defendant’s Contemplated Motions in Limine:

I. Excluding from evidence the conclusions of Plaintiff’s expert that are based upon the premise that Plaintiff could not have replaced ACU casement window parts from an alternative source at the same or lesser price (the “irreplaceable premise”). There are two obvious flaws with irreplaceable premise:

(A) In her analysis the expert did not consider Vision’s Chinese window parts factory as a possible alternative source for casement window parts. The expert was either not informed of (or chose to ignore) the facts that:

(1) Vision had (and still has) the capacity to manufacture casement window parts in its China factory; and,

(2) Vision developed (starting over seventeen years ago), and is presently marketing, a full line of casement window parts.

The cheapest possible way to acquire something is to make it yourself. The expert’s failure to consider the alternative of Vision manufacturing its own casement window parts (as it has done for years for its non-casement window parts), is a fatal flaw.

(B) The expert based her analysis of damages based on “lost sales” for the seven customers which were anticipated to be made in 2018. However, the quotes the customers were given were the old 2017 price list, rather than then current higher 2018 price list (“**HUGE** increase,” in the words of Luke Liang – see below):

(1) the customers willingness to purchase parts for the 2017 prices, does not mean that they would have been willing to order at the higher 2018 prices; and,

(2) working from the old 2017 price list would skew the damages upward.

II. Excluding from evidence the conclusions of Plaintiff's expert that are based upon the premise that defendant ACU was obligated under the contract to manufacture custom design products (parts not in the existing ACU inventory list, that would have required ACU to make a new die).

III. Excluding from evidence any testimony concerning the "lost sales" to the seven customers. There were no sales (or mention of potential sales) during 2017. The seven customers supposedly expressed a willingness to purchase parts for the 2017 prices. However, that does not mean that they would have been willing to order at the higher 2018 prices.

IV. Excluding from evidence and mention of Alvin's Zhuo alleged involvement in the alleged extortion of Mr. Liang.

V. Excluding any evidence of any alleged breach outside of those alleged in the Complaint. Under the agreement there were two explicit limitations upon ACU: (1) prohibition from selling to any other party besides Vision in the U.S. (the "geographic limitation clause"); and, (2) requirement to sell its products to Vision at a price "no greater than the best price Supplier's Factory provides its largest customer" (the, "best price guarantee clause"). [Distribution Agreement, Section 5.1].

The Complaint does not allege a breach of the geographic limitation clause or best price guarantee clause. Rather, the complaint sets forth allegations of breach of two implied obligations: (1) that defendant ACU "refused to sell the products to plaintiff, and, (2) that ACU, "altered its pricing unreasonably, exorbitantly or without notice."¹

¹ 14. "Upon placing the initial orders for product with the defendant, there was no satisfactory response from defendant as to when the plaintiff would provide the products.

15. Plaintiff cannot move forward with obtaining orders for products unless plaintiff can receive the supplies of products defendant is obligated to supply.

....

17. Defendant has breached its obligation under the Distribution Agreement to sell the product to plaintiff.

....

19. Defendant refused to sell the products to plaintiff.

20. Defendant increased the prices of some products without notice.

21. As a result plaintiff has incurred damages due to defendant's breach of its contract to supply products."

....

25. It is implied under the Distribution Agreement that defendant would sell the products to plaintiff when ordered by the plaintiff.

Here, plaintiff did not plead a breach of the geographic limitation clause. Plaintiff never moved for leave, nor was granted leave, to amend its complaint to include such a claim. The federal fact-based pleading standard is designed to narrow issues, and, to set reasonable parameters to a dispute. Were the court to admit evidence of an alleged breach of the geographic limitation clause (which was clearly not pled in the complaint), it would open the door to *blank check* pleading. A plaintiff could simply attach a copy of a contract to a complaint and plead, “Defendant breached this contract,” with no more detail.

Defendant’s Contemplated Federal Rules of Civil Procedure, Rule 36(b) Motion

Defendant’s failure to respond to Requests for Admissions resulting in the admissions being deemed admitted, should be withdrawn. “The court may permit withdrawal or amendment if it would promote the presentation of the merits of the action;” here it would promote a finding based on the merits. The failure to respond was the result of excusable neglect. The undersigned never saw the Requests for Admissions until Plaintiff presented his version of the present document. Withdrawing the admissions would not, prejudice the plaintiff in maintaining or defending the action on the merits.

5. STIPULATION OF FACTS—[Set forth in numbered paragraphs all uncontested facts, including all answers to interrogatories and admissions, to which there is agreement among the parties.]

1. Plaintiff Vision is a New Jersey Corporation that was located in South Plainfield at the time the Complaint was filed, but is now located in Franklin Township, New Jersey.
2. Vision produces a comprehensive line of window and door operating hardware, and has more than 9,000 window and door hardware parts and accessories.
3. Vision does not sell windows, it sells window hardware parts and accessories to window manufacturers.
4. Vision has more than 60 U.S. patents and several pending patent applications.

....

27. It is implied under the Distribution Agreement that the defendant will not alter its pricing to plaintiff unreasonably, exorbitantly or without notice so as to disrupt the flow of products to plaintiff.

....

29. In bad faith, defendant has failed and refused to supply the goods ordered by plaintiff.

....

31. In bad faith, defendant has altered its pricing unreasonably, exorbitantly or without notice. Specific prices were not explicitly stated in the Distribution Agreement.

5. Vision has over 25 years of experience in product development, manufacturing, and quality control.
6. Vision has relationships with hundreds of customers and vendors and is one of the largest vendors of window and door hardware in the United States.
7. Vision's CEO is Luke Liang.
8. Defendant ACU is a Canadian distributor of window hardware.
9. ACU is owned and controlled by its CEO, Alvin Zhou.
10. ACU and ACU Hardware USA Inc. is a company owned by Alvin Zhuo; it acquires their hardware products from Jiangmen Plasmold Hardware Company Ltd. located in Jiangmen city in Guangdong province of the People's Republic of China.
11. Alvin Zhuo also owns and controls Jiangmen Plasmold Hardware Company Ltd.
12. Most windows sold in the United States are sash windows.
13. A sash window is made of one or more movable panels, or "sashes."
14. Sash windows open vertically.



15. Casement windows are built with one large window within the outer frame. Casement windows are hinged and generally open outwards, like a door.



16. In 2015, Vision was one of the U.S.' largest distributors of sash window hardware.
17. Sash window hardware are the components (such as locks and latches) window manufacturers incorporate into final window products.
18. Vision saw an opportunity to expand its market share with Vision's existing customers by entering into casement hardware sales, .

19. Mr. Liang met Alvin Zhou, on October 19, 2015.
20. Mr. Liang refused to become a customer of ACU unless ACU would enter into an exclusive distribution agreement.
21. Mr. Liang and Mr. Zhou discussed a distribution agreement in person. Mr. Liang and Mr. Zhou agreed that a successful relationship would result in long term profits for both companies since Vision had long term relationships with many existing customers and ACU could provide casement window parts.
22. On October 28th Luke Liang sent Alvin Zhuo a draft contract, which Mr. Liang represented he had, "modified myself from a mostly boilerplate format." Mr. Zhou signed the proposed contract which Mr. Liang sent him, without any edits or changes.
23. Under the proposed agreement Vision would become ACU's exclusive distributor in the United States for, "Primarily casement window hardware." Under the proposed agreement there would be two limitations/obligations placed upon ACU: (1) ACU was required to sell its products to Vision at a price "no greater than the best price supplier's (ACU) factory provides its largest customer;" and, (2) ACU was prohibited from selling its products in the United States, other than to an existing customer. (Exclusive Distribution Agreement – the "Agreement," page 5, Section 5.1; and, pages 1 and 2, Section 2.1).
24. Under the Exclusive Distribution Agreement, there was no minimum purchase requirement imposed upon Vision.
25. Nor was there any limitation on Vision's right to buy casement window parts from other manufacturers or manufacturing casement window parts itself.
26. Vision and ACU entered into an Exclusive Distribution Agreement dated November 2015 ("Exclusive Distribution Agreement").
27. Pursuant to the Exclusive Distribution Agreement, ACU granted Vision an "irrevocable, exclusive right and license to distribute":
 - window (primarily casement) hardware and door hardware, and other materials provided by ACU for distribution and use in combination with such door and window (primarily casement) hardware,
 - in the United States (excluding customer IWC in California),
 - for the period of five years from the execution date, and
 - providing the Distributor (Vision) a unilateral option to extend the Agreement for another five years under the same terms.
28. Under the Exclusive Distribution Agreement, ACU was also required to provide Vision with pricing for products that was "no greater than the best price ACU's Factory provides it largest customers."

29. On August 18, 2017, Vision sent the following email to ACU (Vision0000481-482):

After we made a sales agreement for casement & awning hardware system with you, we have put a lot of resources for market promotion. Now we are preparing the trade show in the beginning of September. All window samples are ready. If you cannot provide us the matched hardware samples in time, our exhibition will be seriously affected. Further, our early promotion and investments will be worthless. So please help to provide the required hardware samples in the end of this month.

BTW, you promised to provide us ODM services based on the market requests in our meeting last month. Now one of our customers would like to trial the low-profile operator, and I have already passed all its requirements to your engineer Mr. Dai. To provide good samples is a must for new orders. We try our best to get order and hope you can make the support. Please provide us samples of low-profile operators before Aug. 25. Thanks a lot!

30. On August 18, 2017, Alvin Zhuo from ACU sent Mr. Liang an email (Vision0000480-481; ACU 000225, 000226):

[Plaintiff's translation] VISION0000480-82

First, your purchasing orders are required to meet following,

1. **Full Cartons**

2. Your order will be accepted when there is enough stock in our locations of Jiangmen or Canada.

3. If there is no stock, your order won't be operated until we have new orders for same products in the future. We won't arrange a new run of production only for the sample order.

And right now, we have no plan to make ODM for you. Please kindly be noted.

[Defendant's translation] – Not produced during discovery

Hi Ms. Huang,

1) We can just supply by:

(a) Please order by full box quantity.

(b) if we have inventory in Jiangmen Plant, then [it will] be supplied by Jiangmen Plant, if [we have inventory] in Canada, than [it will be] supplied from Canada.

[2] if we don't have [inventory], please wait until we have orders (with the same items) and arrange for supplying. We are not going to do particularly custom-made samples.

[3] we have no interest to custom made your company's special design products. Please arrange accordingly on your end.

Thanks, Best Regards,
Alvin Zhou

31. On January 3, 2018 Vision placed an order for approximately \$1,089.55 worth of awning operators and limit devices. [VISION000487].

32. ACU did not accept Vision's order. On January 10, 2018 ACU emailed Vision: [Vision 0000485]:

"Your order #13165CC will not be accepted because following;
The ordering quantity is less than its MOQ (minimum order quantity);
There is no production plan for these products in recent months.
Please kindly be noted."

ACU's Dai Lingiang also supplied Vision's Ms. Huang Dan with a handwritten dated communication: [Vision 0000487].

"The quantity of this purchase order [PO] our company cannot produce. If we receive large orders for these three part we can supply you with these items, but we checked our orders and we do not have any other order for these three parts."

33. Vision placed an order on January 19, 2018 for window parts (1,680 left and right awning hinges (ACU part number HG- 10 and Vision part number T1600)) totaling approximately \$3,510. (VISION0000491-93).

34. Within an hour and a half of receiving the order, ACU's Dai Lingiang responded to Vision's Ms. Huang Dan with an email rejecting the order and explaining the reasons for the rejection of the order (VISION 0000491, 0000487):

"This order cannot be produced, please see attached."
Special note (Handwritten): We don't have inventory. This order is too small for mass production. Please be informed.
Dai Lingiang Signature [ACU employee]

35. On January 19, 2018, an hour after emailing the above, ACU's Dai Lingiang supplemented his original email to Vision's Ms. Huang Dan: (Vision0000018):

Plaintiff's Translation: (Vision0000018)

We won't supply any hardware for you. Please stop to send us any kind of orders, especially: the non-full-carton orders, the orders less than MOQ and the sample orders.

We made an agreement with you in 2015 to promote our system hardware for casement windows. But in view of all your orders in last two years, we have made above mentioned decision.

Please contact with our company HQ directly for all your new orders. We will not handle your business via our China branch.

Defendant's Translation: (Not produced during discovery)

Hello, Miss Huang

Regarding your company's order, our company cannot produce it; in the future, please do not send such loose orders, parts, and samples (order) to our company! In (20)15 our company made a co-operation agreement with your company, mainly to promote casement (casement) series hardware (complete series of hardware), in view of your company's orders in the past two years, our company [ACUs plant in China] has decided not to accept those loose orders and parts etc., mentioned above. Regarding the issue of your company's orders in the later stage, it is necessary to re-discuss with our headquarters again. From now on, as to the domestic business (I) no longer handle with your company's business. If (you) have any questions, please inform your company's headquarters. Let your company's headquarters directly contact our company headquarters!

36. On February 7, 2018 Vision wrote to ACU (ACU00140-142) an email captioned "re: Pending Lawsuit.":

It has come to our attention that your factory lately had refused to take an order of 1,500 hinges without any explanation; when we wanted to order 5,000 sets of casement hardware from you last month, we were immediately given a HUGE increase without prior notice or explanations, which made it impossible for us to sell to our customers. By the contract, you were supposed to give us your best prices of all of your customers.'

In the latest note from your factory in China, obviously under your instruction, we were notified that we can no longer contact them for any questions or orders without any explanations.

ACU's blatant infringements of the contract have caused Vision irreparable harm, not only in tens of thousands of dollars, but in our customer relations. As for now, this matter is in our lawyer's hands. Unless you rectify these problems within the next ten business days, we will file a lawsuit of which we are very confident we will prevail.

As an extra note, according to the Contract, we are entitled to damages once we identify the customers you are selling in the U.S.

You are welcome to directly contact me if you are still interested in resolving this issue.

37. On February 14, 2018 ACU wrote to Vision. (Vision000016).

Hi Luke,

We didn't refuse your orders. But what I asked are:

The price need(s) to be the price that we offered in year 2018. We have offered new price list long time ago but we have never got feed-back.

Our deal is of selling ACU's casement line of products, not just the isolated item like the hinges your side ordered.

Thanks.

Best regards,

Alvin Zhuo

38. Def. Liang responded to Alvin Zhuo's February 14, 2018 email (Vision 000016), "See you in court," and filed this action.

6. STIPULATIONS REGARDING TRIAL PROCEDURES—[The parties shall identify stipulations regarding trial procedures (e.g., exchange of demonstratives, disclosure of deposition designations and objections, etc.)]

1. Parties shall exchange copies of demonstrative exhibits 1 day before use.

Parties shall exchange certified translations of all documents they intend to use as exhibits at trial 60 days before trial.

Any objections to Exhibits or translations shall be supplied within 30 days after receipt, including the basis for objection.

2. Plaintiff requests that Ms. Huang Dan be permitted to testify from China via zoom. Ms. Dan's testimony is estimated to be rather short and the significant expense and time involved for this non-party witness to travel such a distance and testify for approximately 2 hours (due to the time for the interpreter "doubling" the time) is disproportionate.

3. Defendant requests that Kevin Kang and Ling Qiang Dai be permitted to testify from China via zoom. Their testimony is estimated to be rather short and the significant expense and time involved for this non-party witness to travel such a distance and testify for approximately 2 hours (due to the time for the interpreter "doubling" the time) is disproportionate.

4. Parties shall supply deposition read-ins within 20 days before trial. Parties shall supply any objections and counter designations within 15 days after receipt.

7. JUDICIAL NOTICE

A. Plaintiff requests that the Court take judicial notice of the criminal conviction of ACU's factory manager for the ACU attempted extortion of Vision as shown in Dkt. 109-2.

B. Defendant objects to the taking of judicial notice requested by Plaintiff for the following reasons: This is totally irrelevant to the question of whether or not ACU breached the distribution agreement.

8. JUDICIAL NOTICE

A. Defendant requests that the Court take judicial notice of (and instruct the jury at the beginning of the trial) the following facts and law:

1. That Luke Liang admits that he drafted the contract that is the subject of the present case (“I drafted mainly from boilerplate”), and, as such, the burden is upon the plaintiff to prove any ambiguities in the interpretation of the contract. In other words, if a term of the contract is ambiguous, it should be interpreted in Defendant’s favor.

2. That Plaintiff does not allege in Plaintiff’s complaint that Defendant breached of either of Defendant’s two explicit obligations under the Exclusive Distribution Agreement: (1) the best price guarantee, and, (2) the geographic limitation clause. (Exclusive Distribution Agreement – the “Agreement,” page 5, Section 5.1; and, pages 1 and 2, Section 2.1).

B. Plaintiff objects to the taking of judicial notice for the following reasons: None of the above are appropriate for Judicial Notice pursuant to FRE 201.

9. PLAINTIFF’S CONTESTED FACTS—[Plaintiff must state contested facts separately for each Defendant. Proof shall be limited at trial to the contested facts set forth below. Failure to set forth any contested facts shall be deemed a waiver thereof.]

PLAINTIFF’S CONTESTED FACTS

- 1) Prior to entering into a distribution agreement with ACU, Vision did not have a line of hardware for casement style windows.
- 2) In 2015, Vision did not sell casement window hardware because it was difficult to manufacture and/or procure.
- 3) Recognizing the rise in demand in the U.S. for casement windows, Luke Liang, President and CEO of Vision, began to search for a manufacturer that could supply him with some of the hard to manufacture components of casement window hardware.
- 4) At the end of 2015, Mr. Liang (Vision) met Mr. Zhuo (ACU) and entered into an exclusive Distribution Agreement.
- 5) Prior to the execution of the Distribution Agreement Mr. Liang told Mr. Zhou that Vision would be investing heavily in the development of the US casement market and that it would rely exclusively on ACU to supply the casement hardware parts.
- 6) Prior to the execution of the Distribution Agreement Mr. Liang and Mr. Zhou discussed that while it would be hard for Vision to build up the US market for casement hardware, it would be worth it since window hardware customers tend to stay with suppliers for 5-10 years

- 7) Prior to the execution of the Distribution Agreement, after reviewing the draft sent to him by Mr. Liang, Mr. Zhou wrote:

Hi Luke, I think it is good for both parties and the clauses are all fair. I am O.K. to sign. So I would sign and mail them to you. How many copy you need? Thanks for the opportunities. Best Regards. Alvin

ACU 00119.

- 8) Window manufacturers demand extensive testing, sample analysis, and a full catalog before switching hardware vendors.
- 9) A full catalog of casement window hardware includes hundreds of different SKUs for many different parts sold in multiple sizes and orientations.
- 10) Because windows can be complex to assemble and require many hardware parts that need to work together, window hardware manufacturers usually buy all hardware for a window line from a single vendor. This helps ensure that the window will function properly and different vendors will not blame each other for non-interoperable hardware.
- 11) The process of switching to a new hardware supplier can be fairly long and complicated, as the window manufacturer needs to see hardware samples, ensure that the hardware fits their window, confirm that the pricing will be more advantageous than the current supplier, and also navigate existing vendor programs and deplete remaining inventory from the incumbent supplier. Since this type of switch is so complex, window manufacturers are slow to change vendors for purchases of hardware. It is common for window manufacturers to maintain a consistent purchasing relationship with a hardware vendor for ten years or more.
- 12) Vision spent 2 years building its casement hardware line and investing in gaining access to window manufacturers for its casement hardware line.
- 13) Relying on the Distribution Agreement, Vision devoted significant time and resources to developing a market for casement hardware products supplied by ACU at a significant cost. The development of the market included advertising, hiring an engineer to prepare the sample windows requested by the customers, shipping costs to & from China for application of parts, machining the parts, diversion of sash window sales staff to casement efforts.
- 14) Once Vision had entered into the Agreement with ACU, it immediately began to advertise casement hardware in Door and Window Market Magazine, a prominent trade publication, and Window + Door, the official publication of GlassBuild America, a major trade exhibition for the glass, window, and door industries.

- 15) Vision also hired consultants and employees to develop a market for casement hardware products supplied by ACU.
- 16) Vision directed its sales force to focus its efforts using existing contacts to develop a market for casement hardware products supplied by ACU.
- 17) Vision's efforts to secure window manufacturer customers for its casement hardware line included meeting manufacturer demands for fully functional samples.
- 18) Casement hardware is difficult to manufacture and Vision relied on ACU for providing the hardware needed to support Vision's sales efforts.
- 19) Vision placed several orders from ACU for hardware Vision could use to build the sample windows Vision's customers demanded. The sample window construction process requires extensive versions of what is called the "profile" until all hardware parts work together for the window to function properly.
- 20) Initially, ACU provided the required samples but in August of 2017 ACU refused all additional orders from Vision and prevented Vision from closing the deals it had worked so long to build.
- 21) At that time Vision had received commitments from seven of its existing customers to order casement hardware lines from Vision.
- 22) ACU also began to sell hardware to customers in the USA, without informing Vision, and in violation of the exclusive Distribution Agreement.
- 23) ACU attempted to hide its violation of the Distribution Agreement by loading data erasure software on a computer that was scheduled to be imaged by a data forensics company.
- 24) The imaged hard drive revealed ACU's spoliation and its continued violation of the exclusivity provision of the Distribution Agreement.
- 25) ACU's refusal to fill any additional Vision orders, required Vision to let its customers know that Vision would not be able to fulfill their orders for casement window hardware.
- 26) The breach by the Defendant of the Distribution Agreement resulted in damages of the loss of profits to the seven customers who were about to order casement hardware for their windows from Vision, and the amounts spent by Vision to prepare the marketing efforts for the casement line, and creating the sample window profiles for the customers, and the sales made directly to customers in the USA in violation of the exclusivity provisions of the agreement.

Extortion Scheme

27) In 2020, ACU launched a global attack against Vision, its supplier, and its principal, demanding a \$3.5M extortion in exchange for suppressing alleged compromising information. When confronted with the documented evidence of his extortion plan at his deposition, ACU's principal, Mr. Zhou admitted he sent texts and messages to Vision's principal demanding payment of \$3.5M to settle this case and prevent his disclosure of allegedly damaging information about Vision. The results of ACU's activity have resulted in the incarceration and criminal conviction of ACU's factory manager in China, the freezing of ACU's assets in China and other pending criminal investigations throughout the world. Dkt. 109-2. There is a pending warrant for ACU's principal in China for his role in the extortion plan.

Requests For Admissions

28) On October 31, 2019, Evelyn Donegan, counsel for Vision, served the following 45 Requests for Admission (First RFAs) Pursuant to Federal Rule of Civil Procedure 36, on counsel for ACU.

1. ACU Hardware USA has sold casement products in the United States to customers other than I.W.C. after November 10, 2015.
2. ACU Hardware USA has sold casement products in the United States to customers other than I.W.C. after November 10, 2016.
3. ACU Hardware USA has sold casement products in the United States to customers other than I.W.C. after November 10, 2017.
4. ACU Hardware USA has sold casement products in the United States to customers other than I.W.C. after November 10, 2018.
5. ACU Hardware USA has sold casement products in the United States to customers other than I.W.C. after October 1, 2019.
6. ACU Hardware USA has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2015.
7. ACU Hardware USA has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2016.
8. ACU Hardware USA has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2017.
9. ACU Hardware USA has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2018.
10. ACU Hardware USA has sold non-casement products in the United States to customers other than I.W.C. after October 1, 2019.
11. ACU Plasmold has sold casement products in the United States to customers other than I.W.C. after November 10, 2015.

12. ACU Plasmold has sold casement products in the United States to customers other than I.W.C. after November 10, 2016.
13. ACU Plasmold has sold casement products in the United States to customers other than I.W.C. after November 10, 2017.
14. ACU Plasmold has sold casement products in the United States to customers other than I.W.C. after November 10, 2018.
15. ACU Plasmold has sold casement products in the United States to customers other than I.W.C. after October 1, 2019.
16. ACU Plasmold has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2015.
17. ACU Plasmold has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2016.
18. ACU Plasmold has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2017.
19. ACU Plasmold has sold non-casement products in the United States to customers other than I.W.C. after November 10, 2018.
20. ACU Plasmold has sold non-casement products in the United States to customers other than I.W.C. after October 1, 2019.
21. Alvin Zhou is the 70% owner of ACU Hardware USA.
22. John Quach is the 30% owner of ACU Hardware USA.
23. John Quach and Alvin Zhou were the only owners of ACU Hardware USA in November, 2015.
24. Alvin Zhuo is the 100% owner of ACU Plasmold's China factory.
25. Alvin Zhuo and Wu Ping Ling [wife] were the only owners of ACU Plasmold Canada, in November 2015.
26. Alvin Zhuo and Wu Ling Ping are the only owners of ACU Plasmold Canada.
27. Alvin Zhuo regular communicates in English via e-mail.
28. Alvin Zhuo regular communicates in person and by telephone in English.
29. After November 10, 2015, ACU Plasmold charged one of its customers a lower price than the priced charged to Vision Industries Group, Inc., for [hardware part] Elite 1 Right hand.
30. After November 10, 2015, ACU Plasmold charged one of its customers a lower price than the price charged to Vision Industries Group, Inc., for Elite 1 Left hand.

31. After November 10, 2015, ACU Plasmold charged one of its customers a lower price than the price charged to Vision Industries Group, Inc., for FH-.3BC-78.

32. ACU Plasmold Canada charged one of its customers a lower price than the price charged to Vision Industries Group, Inc., for FH-03A C-78.

33. Delivery and freight charges for imports from China into Canada is approximately 14% of the FOB China cost.

34. ACU Plasmold's factory in China charged Vision Industries Group more than it charged other US customers for the same products purchased by Vision Industries Group.

35. ACU Plasmold's factory in China charged Vision Industries Group more than it charged customers in Canada for the same products purchased by Vision Industries Group.

36. ACU Plasmold sold casement products in 2015 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

37. ACU Plasmold sold casement products in 2016 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

38. ACU Plasmold sold casement products in 2017 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

39. ACU Plasmold sold casement products in 2018 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

40. ACU Plasmold sold casement products in 2019 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

41. ACU Plasmold sold non-casement products in 2015 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

42. ACU Plasmold sold non-casement products in 2016 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

43. ACU Plasmold sold non-casement products in 2017 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

44. ACU Plasmold sold non-casement products in 2018 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

45. ACU Plasmold sold non-casement products in 2019 to Mennie Canada at a price lower than the price charged to Vision Industries Group, Inc.

29) On October 31, 2019, counsel for ACU's only answer to the served RFAs was as follows:

Dear Attorney Donegan,
Received with thanks.
Please copy to my counsel Yimin Chen mindy@ymclaw.com in future communications.
Thank you!

30) ACU never provided any responses to the First RFAs.

31) On February 6, 2020, counsel for Vision served the following Second set of Requests for Admission (Second RFAs) on counsel for ACU:

1. Admit that Defendant has produced all documents responsive to Plaintiff's document requests and no other responsive documents exist.
2. Admit that Alvin Zhuo is the majority owner of ACU Plasmold Inc.
3. Admit that Alvin Zhuo is the majority owner of ACU Hardware U.S. Inc.
4. Admit that Alvin Zhuo is the complete owner of Jiangman Qiangdi Plastic Co., Ltd.
5. Admit that, together with his wife, Alvin Zhuo is the complete owner of ACU Plasmold Inc.
6. Admit that, Alvin Zhuo controls the operations of ACU Plasmold Inc., ACU Hardware U.S. Inc., and Jiangman Qiangdi Plastic Co., Ltd.
7. Admit that Defendants understood the terms of the November 2015 Distribution Agreement with Plaintiff at the time the agreement was executed.
8. Admit that during the term of the November 2015 Distribution Agreement, Defendants have sold products into the U.S. in violation of the terms of the Agreement with Plaintiff.
9. Admit that Plaintiff expended more than three hundred thousand dollars in expenses based on the November 2015 Distribution Agreement.
10. Admit that if Defendants had agreed to sell products to Plaintiff pursuant to the terms of the November 2015 Distribution Agreement, Plaintiff would have made continuous and ongoing sales to its current and perspective customers for at least five years.

32) ACU never provided responses to the Second RFAs.

A. Plaintiff intends to prove the following contested facts with regard to liability:

ACU breached the Distribution Agreement with Vision by failing to provide the window and door hardware required by the Agreement, and, by selling competing window and door hardware into the U.S. in violation of the exclusivity provisions of the Agreement.

B. Plaintiff intends to prove the following contested facts with regard to damages—[This must include each item of damages, the amount of each item, the factual basis for each item and, if

punitive damages are claimed, the facts upon which plaintiff will rely to establish punitive damages.]

Vision incurred the following damages:

- a. Expenses paid by Vision to build a market and sell to customers ready and willing to purchase ACU's casement hardware products as per the Agreement, when ACU Plasmold breached are \$251,000
- b. Lost profits related to unconsummated orders for casement window hardware from seven (7) of Vision's existing customers during the initial term of the Agreement, from ACU Plasmold's breach are \$1,101,000.
- c. Lost profits related to unconsummated orders for casement window hardware from seven (7) of Vision's existing customers during the renewal term of the Agreement, due to ACU's breach of the Agreement to supply casement hardware products, amount to \$2,553,000.
- d. Lost profits related to ACU's sale of products to customers in the United States (excluding customer IWC in California) during the initial term of the Agreement, in violation of the exclusivity provision of the Agreement, amount to \$247,000.
- e. Lost profits related to ACU's sale of products to customers in the United States (excluding customer IWC in California) during the renewal term of the Agreement, in alleged violation of the exclusivity provision of the Agreement, amount to \$156,000.
- f. Prejudgment interest of approximately \$115,000.

10. DEFENDANT'S CONTESTED FACTS—[Stated separately for each plaintiff. Proof shall be limited at trial to the contested facts set forth below. Failure to set forth any contested facts shall be deemed a waiver thereof.]

Defendant intends to prove the following contested facts with regard to liability:

DEFENDANT'S CONTESTED FACTS

1. In early October 2015 Luke Liang called Alvin Zhuo, introduced himself as the owner of Vision, and said that Vision: (1) was one of the top three biggest window parts distributors in the United States; (2) manufactured all of its parts in "our factory" in China; (3) was limited to distributing non-casement parts; (4) **had no interest in manufacturing casement parts**; (5) was interested in becoming a distributor of casement parts; and, (6) was interested in becoming ACU's exclusive distributor in the United States.
2. Vision acquires its window part products from **Vision Enterprises Limited** in Guandong, China, a factory in China affiliated with Vision. Defendant ACU is a Canadian

distributor of window hardware. Luke Liang has a control interest in Vision's China factory.

3. Vision had the capacity to manufacture casement window parts in its China factory.

Vision boasts of its factory:

Vision produces a comprehensive line of window and door operating hardware, and has more than 9,000 window and door hardware parts and accessories, sixty registered patents and many more pending applications. **The company has over 25 years of experience in product development, manufacturing, and quality control. It also has a team of in-house engineers that can design or duplicate existing parts,** and provide custom designs and solutions to meet the needs of its customers.

[<https://visionhardware.com/about-vision/>, accessed March 11, 2021 (emphasis added)].

4. By 2015, when Vision entered into an exclusive distribution agreement with ACU, Vision was on its way to developing a full line of casement window parts.
5. By 2006 Vision had developed and applied for a patent on one of the three main parts of a casement window. In 2006 Vision applied for, and in 2008 was granted, a patent from the United States Patent Office, for casement "adjustable hinges." [U.S. Patent Number US 7,900,400 B2; Exhibit ____]. An "adjustable hinge" is one of three key parts of a casement window.
6. On October 11, 2011 Vision was granted a patent from the United States Patent Office for a new improved version of its "Casement Adjustable Hinge." [U.S. Patent Number US 8,032,989 B2; Exhibit ____]. In order to get a patent for an "improved version" of an already patented product, Vision had to prove that it had come up with a "new, original and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof."
7. In the early October 2015 telephone call when Luke Liang telephoned Alvin Zhuo and told Mr. Zhuo that Vision had no interest in manufacturing casement parts, Mr. Liang was lying.

It was not true that Vision was not interested in manufacturing casement parts in its China factory. Mr. Liang lied to Mr. Zhuo in order to convince Alvin Zhuo that Vision did not present a danger of becoming a competitor, and to lure Alvin Zhuo into an exclusive distribution agreement.

8. On October 19, 2015 Mr. Liang and Mr. Zhuo met personally. In their meeting, Liang emphasized the size of Vision (one of the top three in the United States) and its access to a significant portion of the U.S. window parts market by virtue of their existing customers. Mr. Liang painted a picture of huge profits from the Vision selling full sets window parts sales (all the necessary parts to construct a casement window).
9. Luke Liang and Alvin Zhuo come from the same province in China (Guangdong). There are approximately 27 provinces in China, and many dialects and subdialects with those provinces. Coming from the same province and speaking the same subdialect of Cantonese, instantly put Zhuo at ease with Liang.
10. On October 28th Luke Liang sent Alvin Zhuo a draft contract, which Liang represented he had, “modified myself from a mostly boilerplate format.” [Exhibit A-3].
11. Relying upon Mr. Liang’s representation that he had “modified myself from a mostly boilerplate format,” and the obvious implication that Mr. Liang had not involved a lawyer, Mr. Zhuo did not have the proposed contract reviewed by a lawyer. Mr. Zhuo simply signed the contract as was, without any edits, and returned the executed contract to Mr. Liang.
12. After entering into the Agreement on November 3, 2015, two years went by with no substantial orders from Vision.
13. For the first year and a half of the Agreement from November 3, 2015 to August 18, 2017, Vision’s total orders amounted to \$6,794.66, all of which were small sample orders. [Exhibit B, list of all Vision orders from 2015 through 2018].
14. Finally, after nearly two years of virtually no orders, on August 16 or 17, 2017, Vision placed a verbal order for samples totaling \$465.85 (the, “August 2017 sample order”).
15. On August 18, 2017, ACU accepted and filled the August 2017 verbal sample order and supplied Vision with the requested parts, but for one part which ACU did not have in stock either in China or in Canada. [Exhibit A-4]:

8/18/2017	JIM-0818	HG-06	300	US\$1.19	US \$357.00
	TRUSTY01L	C-32	5	US\$4.85	US \$24.25
	TRUSTY02L	C-32	10	US\$4.23	US \$42.30
	TRUSTY02R	C-32	10	US\$4.23	US \$42.30

16. On August 18, 2017, Ms. Huang Dan, a purchasing agent in Vision’s China factory, sent an email to Alvin Zhuo insisting that ACU was obligated under the Exclusive Distribution Agreement to manufacture custom pieces (ODM “Original Design

Manufacturing” – requiring the fabrication of new dies). Purchasing agent Huang did not copy Vision’s owner, Luke Liang, on this email.

17. ACU was not obligated (under the Exclusive Distribution Agreement) to create new parts not on the ACU parts list (“custom made parts,” or, “special design parts”). The Exclusive Distribution Agreement does not in any way create any obligation upon ACU to create new dies to manufacture special design products not already on its inventory list.
18. In response to Ms. Huang Dan’s August 18, 2017 email complaining about ACU not creating custom made parts, Alvin Zhuo (on the same day) sent Ms. Huang an email which Mr. Zhuo copied to Mr. Liang. (Vision 0000480-481; ACU 000225, 000226).
19. In his email Mr. Zhuo stated that ACU had no interest in making, and would not be making any custom made parts for Vision. (Vision 0000480-481; ACU 000225, 000226).
20. In his August 18, 2017 email, Mr. Zhuo also stated that ACU was unable to fill less than “full boxes” of parts (about \$5,000) (Vision 0000480-481; ACU 000225, 000226):

Hi Ms. Huang,

1) We can just supply by:

(a) **Please order by full box quantity.**

(b) if we have inventory in Jiangmen Plant, then [it will] be supplied by Jiangmen Plant, if [we have inventory] in Canada, than [it will be] supplied from Canada.

[2] if we don’t have [inventory], please wait until we have orders (with the same items) and arrange for supplying. We are not going to do particularly custom-made samples.

[3] we have no interest to custom made your company’s special design products.

Please arrange accordingly on your end.

Thanks, Best Regards,

Alvin Zhuo ACU (emphasis added)

21. ACU and Alvin Zhuo never received a response to the above email. Neither Mr. Liang nor Vision ever contested or protested to the above email.
22. Vision did not contest or protest the above email because the terms Mr. Zhuo laid out in his August 18, 2017 email, were clearly within his rights under the Exclusive Distribution Agreement.
23. After Mr. Zhuo’s August 18, 2017 email, Vision had no written communication with ACU for many months.

24. On January 3, 2018 Vision placed an order that was less than a “full box” for \$1,089.55 worth of awning operators and limit devices. [Vision 0000487].
25. By January 2018, over two years into the Exclusive Distribution Agreement, Vision made \$6,794.66 worth of orders. [Exhibit ___, chart showing all Vision orders].
26. ACU did not accept the January 3, 2018 order for several independent reasons: (1) the order had no price on it. In order to process an order there must be a price on it otherwise there was literally nothing to respond to; (2) the order failed to meet the “full box” requirement; (3) the order was far too small (\$1,089.55); and, (4) the items were out of stock.
27. Vision placed an order on January 19, 2018 for window parts (1,680 left and right awning hinges (ACU part number HG- 10 and Vision part number T1600)) totaling approximately \$3,510. (VISION0000491-93).

Within an hour and a half of receiving the order, ACU’s Dai Lingiang responded to Vision’s Ms. Huang Dan with an email rejecting the order and explaining the reasons for the rejection of the order (VISION 0000491, 0000487):

“This order cannot be produced, please see attached.”

We don't have inventory. This order is too small for mass production.
Please be informed.

Dai Lingiang Signature [ACU employee]

28. Luke Liang’s statement that ACU had refused the order for 1,500 hinges “without any explanation,” was false (see Uncontested Facts ¶ 36).
29. As detailed above (in ¶ 27) ACU gave a written explanation for the rejection of the order (that the item was out of stock and was too small to merit a special production).
30. Luke Liang was misleading and false in his assertion that, “when we wanted to order 5,000 sets of casement hardware from you last month, we were immediately given a HUGE increase without prior notice or explanations.” (see Uncontested Facts ¶ 36).

Misleading, because it directly implies that ACU has a contractual duty not to significantly increase its prices; ACU had no contractual limitation on price other than the “best price” guarantee.

Misleading, because it directly implies that Vision had communicated to ACU its desire to purchase “5,000 sets of casement hardware,” and was then was, “immediately given a

HUGE increase.” That’s not what happened. ACU was never informed that Vision, “wanted to order 5,000 sets of casement hardware from [ACU] you last month.” In January 2018 ACU issued its annual price list, as it had done in previous years.

False, because ACU did give notice to Vision of the 2018 price increase. ACU sent Vision the new price list on December 14, 2017. Four hours after that, Vision’s Ms. Huang Dan sent Alvin Zhuo an email objecting to the price increase (even though the Exclusive Distribution Agreement gave Vision no rights over ACU’s prices, other than the “best price” guarantee, which Vision has never alleged was breached by ACU). Alvin Zhuo sent a response the same day (December 14, 2017). Luke Liang was copied with the entire email chain. [Exhibit A-5].

31. Mr. Liang was looking for an excuse to sue ACU.
32. During the years after entering the contract Vision sent engineers to ACU’s China factory to observe and learn about ACU’s production methods. It was not necessary to know how the casement window parts were produced, in order to sell them.
33. On July 30, 2017 Vision asked ACU for a wrench which is used to adjust casement hinges. Vision was not buying casement hinges from ACU. [Exhibit A-6].
34. Vision used 3D stamping to replicate ACU casement window parts.
35. Mr. Zhuo first suspected that Vision was selling casement window parts in approximately May, 2022. At that time, one of ACU’s customers – Vinyl Window Design Limited – showed Mr. Zhuo a sets of casement operators they had received from Vision, and asked Mr. Zhuo whether they were ACU.s operators. After that, Mr. Zhuo went to Vision’s website and found that Vision was advertising a complete line of casement window products.”
36. The pictures of casement products on Vision’s website were the same pictures Mr. Zhuo had sent to Vision at the beginning of the contract. Today, of the 116 photographs of the casement window parts displayed on Vision’s website, 48 of the photographs are the actual photographs of ACU parts which ACU sent to Vision in early 2016 (with a different background). The photographs appear in a sub-sub-page under “window and door hardware.” [Exhibit A-7].

For each part displayed on the Vision website on a sub-sub-page under “window and door hardware,” “casement,” there is a link to a more detailed description of the part. ACU also goes under the name “Trust Hardware.” The “Trust” insignia is visible on some of the ACU parts displayed on a sub-sub-subpage of Vision’s website.

37. Vision copied many ACU parts. An example of Vision’s copying of ACU’s parts, is the Casement Locking Handle it copied from ACU. A Casement Locking Handle is the piece that locks the window shut. Vision carries a number of Casement Locking

Handles; all of them are identical to the corresponding ACU Casement Locking Handles in all material features. [Exhibit A-7, last page].

Vision applied for patents in China for Casement Locking Handle parts it copied from ACU. [Chinese Patent Application No. 202110910870, filed August 9, 2021, made public by the Chinese International Property Office (patent pending”) No. CN 113738184, on December 3, 2021; and; Chinese Patent Application No. 20212182508.6, made public by the Chinese International Property Office No. CN 216341471 U, April 19, 2022]. The specifications and drawings of Vision’s Casement Locking Handle parts in its patent applications, are identical in all material features to ACU’s Casement Locking Handles.

38. Alvin Zhuo himself designed a unique spring system for the ACU locking handle in 2012, which was copied by Vision, as shown on the drawing from Vision’s patent application:

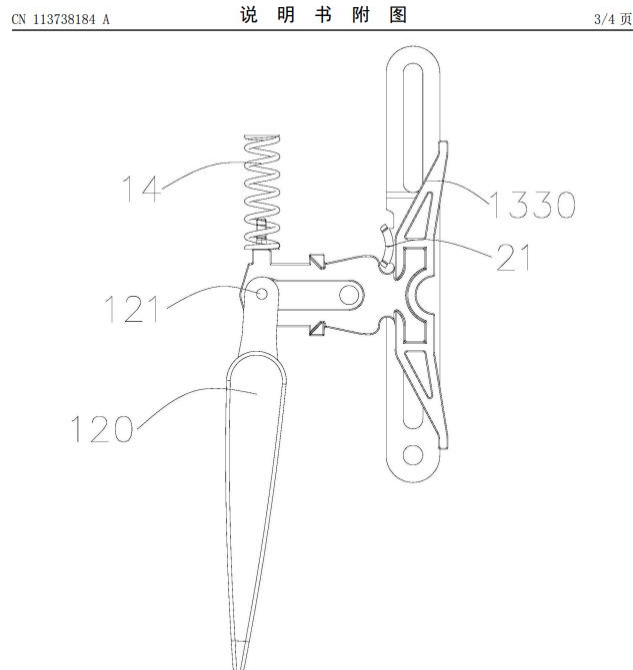
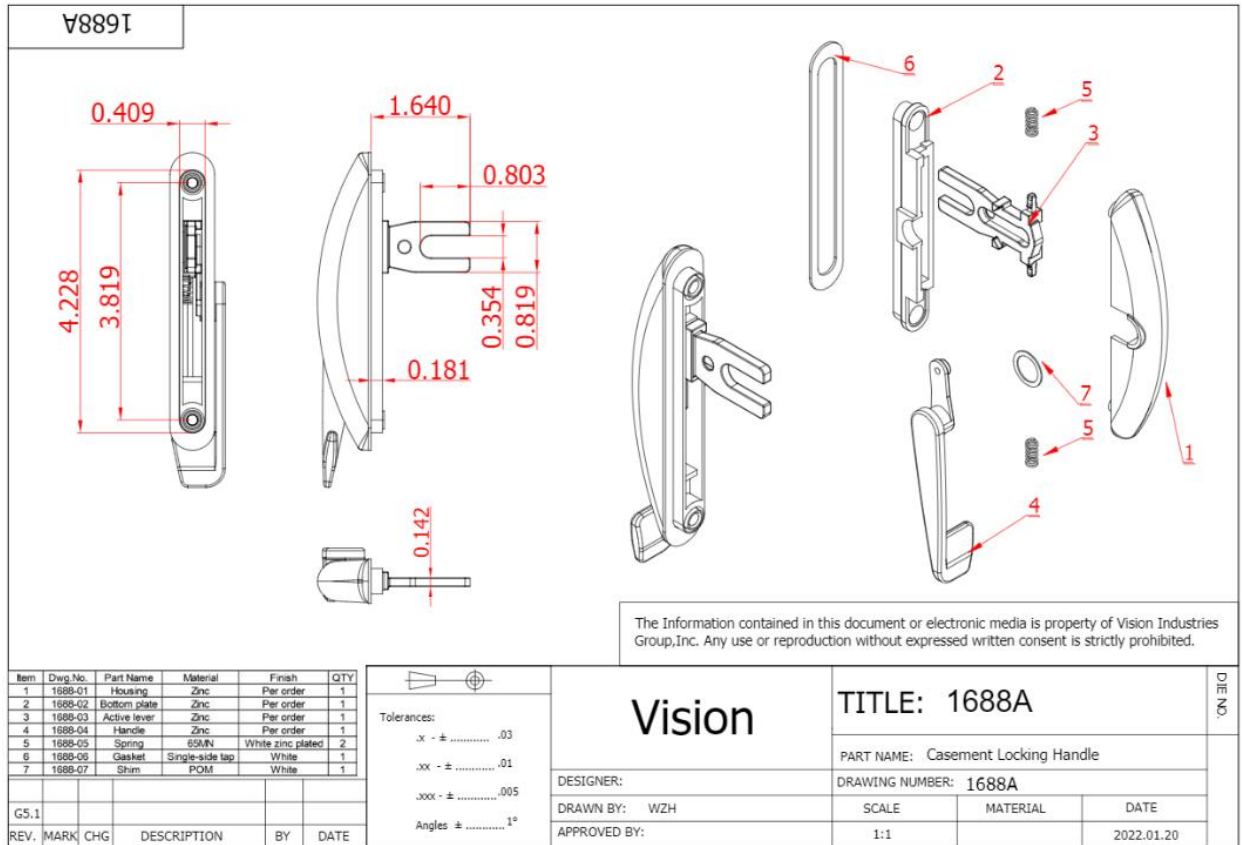
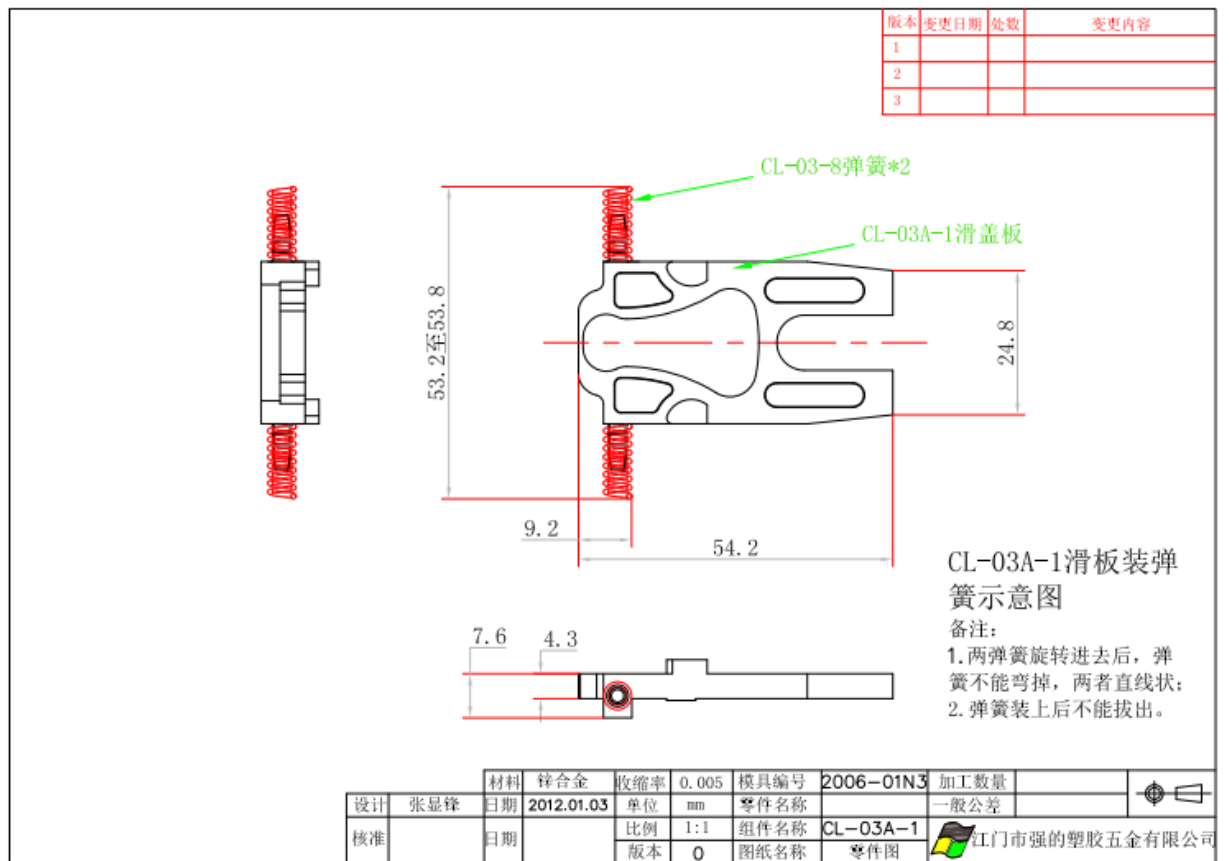


图4
[Chinese Patent Application No. 202110910870, filed August 9, 2021, pg. 8].

39. The following Vision Casement Locking Handle spec sheet was downloaded from Vision’s website (before spec sheets were made inaccessible for any party who was not registered on the Vision website).



40. The above Vision Casement Locking Handle spec sheet was downloaded from Vision's website, is identical to the below ACU's Casement Locking Handle in all material features:



41. Vision carries a number of Casement Locking Handles; all of them are identical to the corresponding ACU Casement Locking Handles in all material features.

42. Today Vision carries a complete line of casement window parts, accomplishing a goal Vision has had for at least seventeen years when in 2006 Vision applied for a patent on casement adjustable hinges (which was eventually granted in 2008 with U.S. Patent Number US 7,900,400 B2. [Exhibits A-1, and, A-2].

B. Defendant intends to prove the following contested facts with regard to damages— [This statement must include the factual basis for each defense against plaintiff's claims for damages.]

See Corrected Expert Report of Paul M. Ribaud, CPA, CFE, CFF, CITP, Berdon LLP, August 11, 2021.

11. PLAINTIFF’S WITNESSES—[Aside from those called for impeachment purposes, only the witnesses whose names and addresses are listed below will be permitted to testify at trial. Indicate whether the witness is expected to testify live or by deposition.]

1. Luke Liang - live
2. Jiamao Liu - live
3. Glen Paesano – live
4. Denise Prignano – live
5. Trushna Hasan –live
6. Elizabeth San Martin – live
7. Alvin Zhou – Deposition/live
8. John Quach - Deposition/live
9. Customer A - live
10. Customer B - live
11. Customer E -live
12. Customer F -live
13. Customer H - live
14. Customer I -live
15. Customer J -live
16. Salesperson 1- live
17. Salesperson 2 - live
18. Salesperson 3 - live
19. Rebecca Fitzhugh
20. Ms. Huang Dan

A. On liability, plaintiff intends to call the following witnesses who will testify in accordance with the following summaries:

1. Luke Liang - live
2. Jiamao Liu - live
3. Glen Paesano – live
4. Denise Prignano – live
5. Trushna Hasan –live
6. Elizabeth San Martin – live
7. Alvin Zhou – Deposition/live
8. Customer A - live
9. Customer B - live
10. Customer E - live
11. Customer F -live
12. Customer H - live
13. Customer I -live
14. Customer J -live
15. Salesperson 1- live
16. Salesperson 2 - live
17. Salesperson 3 – live
18. Ms. Huang Dan -live via zoom

Plaintiff's Witnesses – Expected Testimony

Luke Liang

Luke Liang will testify regarding: the negotiation of the Agreement between the parties; all his discussions with Mr. Zhou both before and after the Agreement was signed; his emails between himself and Mr. Zhou; the Vision longstanding customer base for sash window hardware; desire of Vision to enter into the casement window hardware market place; preparations for the promotion of the casement hardware market, such as attendance at trade shows, including casement hardware products in the trade show presentations, training for the in-house sales force of Vision, training for the outside sales reps who are not Vision employees, developing of advertising for trade publications, costs of all expenditures, the loss of the customers and the lost profits from the those customer losses due to ACU Plasmold failing and refusing to supply the products to Vision for its customers. Mr. Liang will also testify about the effort of the Mr. Zhou to black mail him.

Jiamao (“Jim”) Liu

Jiamao (“Jim”) Liu will testify regarding his work at Vision, the requirements for developing and selling a new line of products for Vision, and the consequences of ACU’s breach.

Glenn Paesano

Glenn Paesano will testify regarding marketing and sales efforts for the Vision casement line.

Denise Prignano

Denise Prignano will testify regarding marketing and sales efforts for the Vision casement line.

Ms. Trushna Hasan

Trushna Hasan will testify regarding Vision costs and expenses associated with sales of the Vision casement line and the consequences of the ACU breach.

Elizabeth San Martin

Elizabeth San Martin will testify to the bills and costs of promoting the Vision casement line.

Outside Salespersons 1, 2 and 3 [Please note: The identity of the outside salesperson network developed by Plaintiff is confidential business information and the salespersons will be referred to by numbers to preserve their identities.]

Outside salesperson 1, 2, and 3, will testify about their marketing and sales efforts of the Vision casement line including the commitments they received from customers to make purchases, and the consequences of ACU’s breach. They will also testify about the sales process for window hardware components in general and the duration of customer relationships.

Customers A, B, E, F, H, I and J

Customers A, B, E, F, H, I and J are designations developed to keep the customer list of Plaintiff secure from the Defendant who is a competitor in the window hardware business.

Customers A, B, E, F, H, I and J will testify about Vision's marketing and sales efforts of the Vision casement line including the commitments they provided or intended to provide to make purchases, and the consequences of ACU's breach. They will also testify about the sales process for window hardware components in general and the duration of vendor relationships.

Ms. Huang Dan

Ms. Huang Dan will testify about her conversations with ACU personnel regarding the need for ACU and its factory to supply the products so that Vision could fulfill its customers' requests for products, and her efforts to assist Mr. Liu in trying to find alternative sources for casement window hardware after ACU breached the Agreement to supply the casement hardware parts.

Alvin Zhou

Mr. Zhou will testify about his conversations with Mr. Liang, his emails with Mr. Liang, his ownership of ACU Plasmold, his ownership of the manufacturer in China, his ownership interest in ACU Hardware USA, his relationship with his alleged partner, John Quach, in the U.S. Mr. Zhou will also testify regarding the representations he made to Mr. Liang, the refusal of ACU or its factory, which is wholly owned by Mr. Zhou, to sell the products to Vision and Mr. Zhou's various admissions in his deposition testimony as to the breach by Defendant of its obligations under the Agreement between Vision and ACU Plasmold.

John Quach

Mr. Quach will testify about his role at ACU, his ownership interest in ACU, his inconsistent deposition testimony, Mr. Zhou's control of ACU, information he generated and shared with Mr. Zhou, and ACU's sales into the U.S. in violation of the Distribution Agreement.

Rebecca Fitzhugh, CPA

Ms. Fitzhugh will testify about her review of documents in this case, her experience, her analysis of the damages issues, and her opinions as to the amount of damages sustained by the Plaintiff as a result of Defendant's breach. Ms. Fitzhugh will also testify about issues raised by Defendant and Defendant's expert and about the Defendant's expert's testimony at trial, responding to Defendant's testimony and Defendant's expert's testimony.

B. On damages, plaintiff intends to call the following witnesses who will testify in accordance with the following summaries: See above.

Luke Liang

Glen Paesano
Denise Prignano
Trushna Hasan
Outside Sales Representatives and Customers identified above.
Expert testimony of Rebecca Fitzhugh, C.P.A.

C. Defendant objects to the following witnesses for the reasons stated:

Witnesses objected to: All witnesses who will testify regarding the “lost sales” to the seven customers.

Reason for Objection: Those “lost sales” were for sales that would have (supposedly) been made in 2018. However the prices that were quoted to, and supposedly accepted by, the seven customers were from the old 2017 price list, rather than then current 2018 prices which were a “HUGE increase” over the 2017 price list. These were the words of Mr. Luke Liang – “a HUGE increase” – in his February 7, 2018 email to Alvin Zhuo (ACU00140-142).

The claimed fact that the customers had expressed a willingness to purchase parts for the 2017 prices, does not mean that they would have been willing to order at the higher 2018 prices.

Vision has never claimed that the customers would have bought at the 2018 prices. Rather, Vision seems to be advancing the wrongheaded theory that ACU was not permitted to raise its prices under the Exclusive Distribution Agreement, or that there was some implied limitation on how much ACU could raise its prices. In fact, there is no such provision; the only limitation on ACU prices was the best price guarantee to Vision.

12. DEFENDANT’S WITNESSES—[Aside from those called for impeachment purposes, only the witnesses whose names and addresses are listed below will be permitted to testify at trial. Indicate whether the witness is expected to testify live or by deposition.]

A. On liability, defendant intends to call the following witnesses who will testify in accordance with the following summaries:

Alvin Zhuo, Kevin Kang and Ling Qiang Dai.

B. On damages, defendant intends to call the following witnesses who will testify in accordance with the following summaries:

C. Plaintiff objects to the following witnesses for the reasons stated:

13. EXPERT AND SPECIALIZED LAY OPINION WITNESSES—[No expert or specialized lay opinion witness offering scientific, technical, or other specialized knowledge will be permitted to testify at trial unless listed below. A summary of the expert’s qualifications and a copy of his/her report must be provided for the Court’s review at the pretrial conference. Said summary shall be read into the record at the time he/she takes the stand, and no opposing counsel

shall be permitted to question his/her qualifications unless the basis of the objection is set forth herein.]

A. Plaintiff's expert and specialized lay opinion witnesses are:

Rebecca Fitzhugh regarding damages

Luke Liang regarding the window and door hardware market in the U.S.

B. Defendant's objections to the qualifications of plaintiff's experts and specialized lay opinion witnesses are:

C. Defendant's expert and specialized lay opinion witnesses are:

Paul M. Ribaud, CPA, CFE, CFF, CITP, of Berdon LLP, regarding damages.

Alvin Zhuo regarding the window and door hardware market, casement window parts, manufacturing processes involved in making window parts including casement window parts.

D. Plaintiff's objections to the qualifications of defendant's experts and specialized lay opinion witnesses are:

14. PLAINTIFF'S DEPOSITIONS—[List, by page and line, all deposition testimony to be offered into evidence. All irrelevant and redundant matters and all colloquy among counsel must be eliminated, unless ruled relevant. Deposition testimony to be used solely for impeachment purposes need not be listed.]

A. On liability, plaintiff intends to read into evidence the following: To be updated

B. On damages, plaintiff intends to read into evidence the following: To be updated

C. Defendant objects to the deposition testimony set forth above for the reasons stated:

15. DEFENDANT'S DEPOSITIONS—[List, by page and line, all deposition testimony to be offered into evidence. All irrelevant and redundant matters and all colloquy among counsel must be eliminated, unless ruled relevant. Deposition testimony to be used solely for impeachment purposes need not be listed.]

A. On liability, defendant intends to read into evidence the following:

B. On damages, defendant intends to read into evidence the following:

C. Plaintiff objects to the deposition testimony set forth above for the reasons stated:

16. PLAINTIFF'S EXHIBITS—[Except for exhibits the need for which could not reasonably have been foreseen or which are used solely for impeachment purposes, only the exhibits set forth on the exhibit list attached hereto may be introduced at trial. Any objection to an exhibit,

and the reason for said objection, must be set forth below or it shall be deemed waived. All parties hereby agree that it will not be necessary to bring in the custodian of any exhibit as to which no such objection is made.]

A. Plaintiff intends to introduce into evidence the exhibits listed on the attached exhibit list (list by number with a description of each exhibit): **See Rider annexed hereto.**

B. Defendant objects to the introduction of plaintiff's exhibits (set forth number of exhibit and grounds for objection):

17. DEFENDANT'S EXHIBITS—[Except for exhibits the need for which could not reasonably have been foreseen or which are used solely for impeachment purposes, only the exhibits set forth on the exhibit list attached hereto may be introduced at trial. Any objection to an exhibit, and the reason for said objection, must be set forth below or it shall be deemed waived. All parties hereby agree that it will not be necessary to bring in the custodian of any exhibit as to which no such objection is made.]

A. Defendant intends to introduce into evidence the exhibits listed below:

Defendant intends to introduce into evidence all the documents referred to in the Uncontested Statement of Facts, the Contested Statement of Facts, and the Expert Reports, including documents attached hereto as "Exhibits;" Defendant reserves the right to present as evidence any document that has been bates stamped in this case.

B. Plaintiff objects to the introduction of defendant's exhibits (set forth number of exhibit and grounds for objection):

Defendant has not produced an actual exhibit list.

[COPIES OF EXHIBITS ARE TO BE MADE FOR OPPOSING COUNSEL, AND (3) THREE BENCH BOOKS OF EXHIBITS ARE TO BE DELIVERED TO THE JUDGE IN ACCORDANCE WITH "JUDGE ESTHER SALAS'S GENERAL PRETRIAL AND TRIAL PROCEDURES."]

18. PLAINTIFF'S LEGAL ISSUES—[Any issue not listed shall be deemed waived.]

The scope of the Distribution Agreement

The breach of the Distribution Agreement

The amount of damages

19. DEFENDANT'S LEGAL ISSUES—[Any issue not listed shall be deemed waived.]

The burden of proof on the drafter of a contract

The scope of the Complaint

All legal issues addressed in the above specified motions

20. MISCELLANEOUS—[The parties must indicate any other matters that require action by, or should be brought to the attention of, the Court.]

1. Mandarin interpreter for documents in Chinese and for Plaintiff's employee witness.
2. Cantonese interpreter for documents in Chinese and for Plaintiff's employee witness.

22. NON-JURY TRIALS—[The following materials should be submitted to the Court. Litigants should send to Chambers two (2) courtesy copies of the following materials. Submissions should be tabbed and spiral bound (not Velo-bound). The materials should also be sent to the Court on a disc in Microsoft Word format.]

The materials must be submitted no later than forty-five (45) days prior to trial or as otherwise ordered by the Court]:

A. Each side shall submit to the Court and opposing counsel a trial brief or memorandum in accordance with Local Civil Rule 7.2 with citation to authorities and arguments in support of its position on all disputed issues of law.

B. Following a non-jury trial, proposed findings of fact and conclusions of law must be submitted to the Court within one week of the close of trial (or as otherwise ordered by the Court). Submitting litigants must include specific reference to testimonial or documentary evidence in support of the proposals.

C. If any hypothetical questions are to be put to an expert witness on direct examination, they shall be submitted to the Court and opposing counsel.

23. TRIAL COUNSEL [Each party shall identify the names, law firms, addresses, telephone numbers, and email addresses for the attorneys who will try the case on behalf of that party.]

Michael Cukor, Esq.
McGeary Cukor LLC
7 Dumont Place
Morristown, NJ 07960
Office number (973) 339-7367 Direct
mcukor@mcgearycukor.com

Evelyn A. Donegan, Esq.
Rubin, Kaplan and Associates

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Piscataway, NJ 08854
Attorneys for Plaintiff
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edonegan@rkalaw.com

Edward W. Miller, Esq.
Edward W. Miller, Attorney at Law
821 Franklin Ave, Suite 209
Garden City, New York
edmillerlaw@gmail.com
(917) 770-9016

24. BIFURCATION—[If any party intends to request phasing, bifurcation, or other procedure concerning the trial length or ordering of evidence, that party shall include any such request herein and explain the basis for the request.]

25. ESTIMATED LENGTH OF TRIAL—[Each party shall specify the number of hours that it contends is appropriate for each party for each of the following: (a) *voir dire*; not applicable (b) opening statements; 1 hour (c) presentation of evidence for liability; 2-3 days for Plaintiff (d) presentation of evidence for damages; 1-2 days for Plaintiff (e) closing arguments 2 hours.

AMENDMENTS TO THIS PRETRIAL ORDER WILL NOT BE PERMITTED UNLESS THE COURT DETERMINES THAT MANIFEST INJUSTICE WOULD RESULT WERE THE AMENDMENT DISALLOWED. THE COURT MAY FROM TIME TO TIME SCHEDULE CONFERENCES AS MAY BE REQUIRED EITHER ON ITS OWN MOTION OR AT THE REQUEST OF COUNSEL.

Dated:

_____ (Attorney for Plaintiff)

Evelyn A. Donegan, Esq.
Rubin Kaplan & Associates

____ (Attorney for Plaintiff)

Michael Cukor, Esq.
McGeary Cukor, LLC

____ (Attorney for Defendant)

Edward W. Miller, Esq.
Edward W. Miller, Attorney at Law

____ United States Magistrate Judge

Hon. Cathy Waldor, USMJ

(EXHIBIT LIST FOLLOWS)

Plaintiff's Exhibit List

Exhibit Number	Description	
1	Distribution Agreement between Vision Industries Group and ACU/Jiangmen	VISI
2	Email from Luke to Alvin, Liu, and Blackwell - Distribution Agreement, etc. July 7, 2017 2:40 PM, Email from Alvin to Luke, Liu, and Blackwell Dual Arm Operator July 7, 2017 7:01 AM, Email from Luke Liang to Jim Liu, Jor Alvin, and Joe Blackwell RE: Dual Arm Operator June 29, 2017	VISI
3	Email from Jim Liu to Jor Alvin and Luke Lang Dual Arm Operator May 9, 2017, Email from Jor Alvin to Luke Liang Pending Lawsuit February 14, 2018 9:15 AM, Email from Luke Liang to Jor Alvin February 7, 2018 2:33 PM	VISI
4	Email from Davie to huangdan at 163 Vision _____ January 19, 2018 4:12 PM, Email from huangdan at 163 to Davie, Jor Alvin, and Luke Liang 1:36 AM	VISI
5	Invoices and expenses: Canadian Building Envelope Science and Technology Invoice to Vision Industries Group, Inc. August 8, 2017	VISI
6	Architectural Testing, Inc. release form to reissue Intertek-ATI report to Vision Hardware,	VISI

Intertek Architectural Testing Invoice to Vision Industries Group, Inc. March 25,
 7 2015, VIS
 8 Cimquest, Inc. Invoice to Vision Industries November 10, 2015, VIS
 9 Cimquest, Inc Invoice to Vision Industries July 21, 2016, VIS
 10 Cimquest, Inc. Invoice to Vision Industries July 25, 2017, VIS
 11 X-Rite, Inc. Invoice to Vision Hardware March 10, 2017, VIS
 Vision Industries Group Vendor Quick Report of ACU Plasmold, Inc. from October
 12 10, 2016 – October 18, 2017, generated January 25, 2018 VIS
 13 Acu Plasmold Inc. Invoice to Vision Industries Group August 3, 2016, VIS
 14 Acu Plasmold Inc. Invoice to Vision Industries Group, Inc. August 23, 2016, VIS
 Fedex International Air Waybill from ACU Plasmold Inc. _____ to Vision
 15 Industrial Group Inc. October 5, 2016 _____, VIS
 16 ACU Plasmold Inc. Invoice to Vision Industries Group, Inc. October 5, 2016, VIS
 17 ACU Plasmold Inc. Invoice to Vision Industries Group, Inc. February 10, 2017, VIS
 18 ACU Plasmold Inc. Invoice to Vision Industries Group March 2, 2017, VIS
 Jiamao Liu's Expedia Itinerary from Newark to Toronto and Hotel Stay January 18-
 19 January 20, 2017, VISI
 Troy Kirkland's Expedia Itinerary from Pittsburg to Toronto and Hotel Stay January
 20 18-January 20, 2017, VISI
 VISI
 21 Casement Window Shipping Cost VIG FOSHAN, VIS
 22 Key Communications Inc Invoice to Vision Industries Group January 6, 2017, VIS
 23 Key Communications Inc. Invoice to Vision Hardware January 18, 2017, VIS
 24 Key Communications Inc. Invoice to Vision Industries Group February 3, 2017, VIS
 25 Key Communications Inc. Invoice to Vision Industries Group March 1, 2017, VIS
 26 Key Communications Inc. Invoice to Vision Industries Group April 3, 2017, VIS
 27 Key Communications Inc. Invoice to Vision Industries Group May 1, 2017, VIS
 28 Key Communications Inc. Invoice to Vision Industries Group July 3, 2017, VIS
 29 Key Communications Inc. Invoice to Vision Industries Group August 31, 2017, VIS
 30 Key Communications Inc. Invoice to Vision Industries Group October 1, 2017, VIS
 31 Key Communications Inc. Invoice to Vision Industries Group November 13, 2017, VIS
 Vision Hardware Flyer for Stabilized Pricing in 2017 and Innovation in Window and
 32 Door Industry, VIS
 33 Vision Casement Window Operators and Components Flyer, VIS
 National Glass Association WDDA Advertising Contract with Vision Industries
 34 Group, Inc. January 17, 2017, VIS
 35 Key Communications Inc. Invoice to Vision Industries Group February 8, 2016, VIS
 36 Key Communications Inc. Invoice to Vision Industries Group February 22, 2016, VIS
 37 Key Communications Inc. Invoice to Vision Industries Group April 14, 2016, VIS
 38 Key Communications Inc. Invoice to Vision Industries Group May 20, 2016, VIS
 39 Key Communications Inc. Invoice to Vision Industries Group July 5, 2016 VIS
 40 Vision Hardware TEAM VISION program Ad VIS
 41 Key Communications Inc. Invoice to Vision Industries Group September 6, 2016 , VIS
 42 Key Communications Inc. Invoice to Vision Industries Group October 4, 2016 , VIS
 43 Key Communications Inc. Invoice to Vision Industries Group November 1, 2016 , VIS

Key Communications Inc. Invoice to Vision Industries Group February 4, 2016 – Liz
 44 asking whether to pay invoice based on conversation with Glen 3/9/16, VIS
 45 Casement Windows Vision Hardware Advertisement Email February 22, 2018, VIS
 National Glass Association WDDA Advertising Invoice to Luke Liang Vision
 46 Industries Group, Inc. October 17, 2016, VIS
 Key Communications Inc. Invoice to Vision Industries Group February 4, 2016 Paid
 47 by Credit card and signed by _____ VIS
 National Glass Association WDDA Advertising Invoice to Luke Liang Vision
 Industries Group, Inc. October 19, 2016 Signed off by _____ on November 4,
 48 2016, Paid on November 14, 2016, VIS
 National Glass Association WDDA Advertising Invoice to Luke Liang Vision
 Industries Group, Inc. December 24, 2015 Okayed on January 5, 2016, Paid on
 49 January 11, 2016 VIS
 National Glass Association WDDA Advertising Contract December 2, 2015
 50 _____ VIS
 51 Vision Casement Hardware Ad VIS
 Exhibit Transfer Inc. Payment Recap for Vision Hardware at GlassBuild America
 52 Expo September 6, 2017 VIS
 Exhibit Transfer Inc. Payment Recap for Vision Hardware at GlassBuild America
 53 Expo September 18, 2017 VIS
 Email from Elizabeth San Martin to Trushna Order number 6785 received – hanging
 54 banner for Glassbuild show 2017 VIS
 Email from David Gershman to Elizabeth San Martin FW: Order number 6785
 55 received 10:48 AM,
 Email from sales at xyzdisplays to David Gershman Order number 6785 received
 56 10:46 AM VIS
 SpeedPro Imaging Invoice to Vision Industries Group, Inc. August 30, 2017 Paid by
 57 Credit Card August 31, 2017 VIS
 58 Sir Speedy Invoice to Vision Industries Group, Inc. September 11, 2017 VIS
 MCD Matthew Lewis Clark Invoice to Vision Hardware, Luke Liang February 19,
 59 2018 2017 VIS
 Freeman Invoice for Glassbuild AM September 2017 to Vision Ind. Grp. Inc.
 60 September 12, 2017, written on it is Luke CC ?, VIS
 MARVIC Corp. C.O.D. Breakdown to Vision Hardware 24 loose good “PO#
 61 GB2016” VIS
 62 ENS Graphics Invoice to Joseph Giuliano August 31, 2016 VIS
 63 Sir Speedy Invoice to Vision Industries Group, Inc. September 20, 2016 VIS
 Email from Platinum Level Service, LLC to Trushna Hasan Invoice Updated: #16766
 64 from Platinum Level Service, LLC October 22, 2016 2:48 AM VIS
 65 Sir Speedy Invoice to Vision Industries Group, Inc. October 4, 2016 VIS
 66 Exhibit Transfer Inc. Payment Recap to Vision Hardware November 3, 2016 VIS
 GlassBuild America Booth Invoice Statement GlassBuild America 2016 to Vision
 67 Hardware October 27, 2015 VIS
 PCNR INC, DBA SPEEDPRO IMAGING Invoice to Vision Industries Group, Inc.
 68 October 13, 2016 VIS

PCNR INC, DBA SPEEDPRO IMAGING Invoice to Vision Industries Group, Inc.
 69 October 6, 2016
 70 Platinum Level Service, LLC Invoice to Vision Hardware, Inc. October 17, 2016
 Freeman Invoice to Vision Ind Grp Inc for Glassbuild American 2016 October 19,
 71 2016
 Check Receipt from Vision Industries to Zbigniew Palys from Investors Bank for
 72 Labor & Material/Display Wall September 27, 2016
 Email from Joe Blackwell to Trushna Hasan FW: FW: 138605 loose goods September
 73 27, 2016 10:37 AM
 Email from Zbigniew Palys to Joe Blackwell Re: FW: 138605 loose goods September
 74 26, 2016 9:16 PM
 75 Home Depot Receipts _____
 Email from Elizabeth San Martin to Trushna Hasan FW: Glassbuild 2017 Booth
 76 Statement October 11, 2016 2:32 PM
 77 Email from Glen Paesano to Elizabeth San Martin 2:24 PM
 Email from Glassbuild America 2017 Manager to Glen Paesano GlassBuild 2017
 78 Booth Statement October 10, 2016 3:33 PM,
 79 Williams Business Services Invoice to Vision Hardware Inc. May 26, 2017
 80 Red Drago Solutions Inc. RDSI Invoice to Vision Industries Group May 19, 2016
 81 E List Hunter Invoice to Vision Industries Group, Inc. October 1, 2015

82	Customer Names in Lost Profit Chart
83	Customer LIN 1840 Window Hardware List
84	Customer LIN 1844 Casement Window Hardware List
85	Customer LIN 1869 Glen Paesano Casement Window Hardware List
86	Customer LIN 1870 Casement Window Hardware List
87	Customer LIN 1910 Casement Window Hardware List
88	Customer LIN 1933 Casement Window Hardware List
89	Customer LIN 1982 Casement Window Hardware List
90	October 23, 2017 Customer LIN 1840 Quotation
91	July 7, 2017 Customer LIN 1844 Quotation

92	July 7, 2015 Customer LIN 1850 Quotation	VISI
93	July 7, 2017 Customer LIN 1860 Quotation	VISI
94	July 21, 2015 Customer LIN 1869 Quotation	VISI
95	August 1, 2017 Customer LIN 1870 Quotation	VISI
96	July 19, 2016 Customer LIN 1882 Quotation	VISI
97	July 17, 2017 Customer LIN 1910 Quotation	VISI
98	September 5, 2017 Customer LIN 1933 Quotation	VISI
99	October 24, 2017 Customer LIN 1982 Quotation	VIS
100	October 7, 2017 Customer LIN 1983 Quotation	VISI
101	August 1, 2017 Customer lin 1766	VISI
102	Email from Glen Paesano to Thomas Edwards and Denise Re: Information on Inverted and Casement June 8, 2017 4:28 PM	VIS
103	Criminal Judgements of Nanhai District People's court of Foshan City, Guangdong Province (2020) Yue 0605 Xing Chu No. 3316	
104	Email From Huang Dan to Mr. Zhuo December 13, 2017 22:40 ACU price list 2017	VIS
105	Series of e-mails. three pages	VISI
106	Series of e-mails, three pages	VISI
107	Series of e-mails, three pages	VISI
108	Series of e-mails, two pages	VISI
109	Email from Mark Kaufman to Matthew F. Gately Re: Question re price list December 27, 2018 11:38 AM	VIS
110	Customer Requests Price Quotes: Email from Rich Karner to customerservice@visionhardware.com, Guy Thompson, Christine Roberto, Thomas Ghizzone, Alex Gerus, Allen Kirkland, Denise Prignano, Glen Paesano, Liz S M, Jim Liu Re: Vision Hardware Sample Request July 12, 2017 7:08 PM	VISI
	Email from Emily at Visionhardware.com to Customer, T.J. Tirendi, Denise and Esan Martin at Vision Hardware Re: QUOTE: Customer August 14, 2017 12:32 PM	VIS
	Email from Customer to Emily Re: Price Request August 11, 2017 11:07 AM	
	Email from Emily to Customer August 11, 2017 11:05 AM	

Email from Customer to Emily 8:48 AM	
Email from Customer to Emily August 9, 2017 2:27 PM	
Email from Customer to Emily at Vision Hardware FWD: PRICE REQUEST August 9, 2017 1:18 PM	VIS
Email from Customer to Sales at Vision Hardware Subject: PRICE REQUEST August 3, 2017 11:41 AM	
Email from Emily at Vision Hardware to Thomas Edwards, Jim Liu, Denise and Esan Martin at Vision Hardware QUOTE: Customer DOOR CASEMENT October 24, 2017 2:43 PM	VIS
Email from Thomas Edwards to Jim Liu, Emily Lin, and Barry Williams Re: Casement October 24, 2017 12:47 PM	
Email from Jim Liu to Thomas Edwards October 24, 2017 11:45 AM	
Email from Thomas Edwards to Jim Liu, Alex Gerus, Allen Kirkland, Glen Paesano, and Joe Re: Casement October 12, 2017 4:20 PM	VIS
Email from Jim Liu to Thomas Edwards 11:34 AM	
Email from Thomas Edwards to Alex Gerus, Allen Kirland, Jim Liu, Glen Paesano September 29, 2017 3:28 PM	
Email from Alex Gerus to Thomas Edwards 1:37 PM	
Email from Allen Kirkland to Jim Liu, Thomas Edwards, Glen Paesano, Alex Gerus Re: casement September 26, 2017 2:34 PM	VISI
Email from Jim Liu to Allen Kirkland, Thomas Edwards, Glen Paesano, and Alex Gerus 2:33 PM	
Email from Allen Kirkland to Jim, Thomas Edwards, Glen Paesano, and Alex Gerus 1:56 PM	
Email from Thomas Edwards to Glen Paesano, Alex Gerus, and Allen Kirkland 10:12 AM	
Email from Customer to Jim Liu, Alex Gerus, Glen Paesano, and Denise of Vision Hardware Fwd: casement Hopper hardware July 7, 2017 10:29 AM	VIS
Email from Ken Obercorn to and Alex Gerus FW: Hoppers 10:22 AM	
Email from Emily of Vision Hardware to Customer, Glen Paesano, Esan Martin QUOTE: Customer CASEMENT July 17, 2017 2:39 PM	VIS
Email from Emily at Vision Hardware to Denise and Esan Martin at Vision Hardware, and Jim Liu QUOTE: Customer Casement window September 6, 2017 3:38 PM	VIS
Email from Emily at Vision Hardware to Jim Liu, Denise and Esan Martin at Vision Hardware QUOTE: Customer Casement Keepers Lin2009 November 14, 2017 11:26 AM	
Email from Emily to Jim Liu, Denise and Esan Martin from Vision Hardware 11:12 AM	VIS
Email from Jim Liu to Emily November 13, 2017 1:49 PM	
Email from Andrew Hendry to Jim Liu RE: Casement Keepers November 13, 2017 12:16 PM	
Email from Jim Liu to Alex Gerus, Andrew Hendry, and Brian Belzberg RE: Casement Keepers November 8, 2017 4:35 PM	VIS

Email from Alex Gerus to Andrew Hendry, Jim Liu, Brian Belzberg 4:14 PM V	
Email from Andrew Hendry to Alex Gerus and Brian Belzberg 4:09 PM	VISI
Email from Emily of Vision Hardware to T.J. Tirendi, Glen Paesano, Jim Liu, Esan Martin and Denise of Vision Hardware QUOTE: Customer CASEMENT July 11, 2017 12:24 PM	VIS
Email from Emily of Vision Hardware to Rich Karner, Jim Liu, and Denise and Esan Martin of Vision Hardware QUOTE: Customer CASEMENT July 28, 2017 10:29 AM	VIS
Email from Customer to Jim Liu, Emily, Denise, and Esan Martin of Vision Hardware July 26, 2017 1:56 PM	
Email from Jim Liu to Customer, Emily, Denise, and Esan Martin of Vision Hardware 1:06 PM	
Email from Customer to Emily, Denise, and Esan Martin of Vision Hardware, and Jim Liu 12:44 PM	VIS
Email from Emily of Vision Hardware to Rich Karner, Jim Liu, and Denise and Esan Martin of Vision Hardware 12:03	
Email from Emily of Vision Hardware to Wendy Tanada, Jim Liu, Alex Gerus, and Denise and Esan Martin of Vision Hardware QUOTE: casement for Customer September 19, 2017 12:56 PM	VIS
Email from Jim Liu to Alex Gerus, Wendy Tanada, and Emily Lin RE: casement for Customer September 18, 2017 2:04 PM	
Email from Alex Gerus to Wendy Tanada, Emily Lin, and Jim Liu 10:49 AM	
Email from Wendy Tanada to Alex Gerus and Emily Lin 4:08 AM	VISI
Email from Jim Liu to Alex Gerus, Wendy HFT, Emily Lin, and Denise Prignano RE: Casement for Customer January 11, 2018 9:44 AM	VIS
Email from Alex Gerus to Wendy HFT, Emily Lin, Denise Prignano, and Jim Liu 8:27 AM	
Email from Wendy HFT to Emily Lin, Alex, Denise Prignano, and Luke Liang 7:03 AM	
Email from Emily to Jerry Delaney, Glen Paesano, Jim Liu, and Denise and Esan Martin QUOTE: Customer CASEMENT July 11, 2017 12:26 PM	VIS
Email from Emily to Rich Karner, Jim Liu, Denise and Esan Martin QUOTE: Customer casement pricing August 1, 2017 11:15 AM	VIS
Email from Rich Karner to Emily and Jim Liu July 31, 2017 11:04 AM	
Email from Emily to TJ, Denise Prignano, Jim Liu, and Esan Martin QUOTE: Customer casement October 4, 2017 9:57 AM	VIS
Email from Jim Liu to TJ, Emily, Glen Paesano, and Denise Prignano RE: Customer October 2, 2017 9:39 AM	
Email from TJ to Jim Liu, Glen Paesano, and Denise Prignano 9:04 AM	VISI
Email from TJ to Jim Liu, Glen Paesano and Denise Prignano September 29, 2017 1:14 PM	VIS

111	Email from Emily to Jerry Delaney, Glen Paesano, Jim Liu, Denise and Esan Martin at Vision Hardware QUOTE: Customer CASEMENT	VIS
	Email from Emily at Vision Hardware to Customer, Jim Liu, and Denise and Esan Martin at Vision Hardware QUOTE: Customer CASEMENT August 1, 2017 11:29	VIS
	Casement window samples and comparing other systems parts: Email from Jim Liu to Glen, Denise Prignano, Allen Kirkland, Joe Customer casement window October 23, 2017 3:58 PM	VIS
	Email from Mavis to Jim Liu, Verna Ho, Tom, and Allen Kirkland Re:Lin1766 Casement Hardware List February 8, 2017 3:25 AM	VIS
	Email from Jim Liu to Mavis 6:06	VIS
	Email from Jim Liu to Rich Karner and Allen Kirkland RE: Veka casement March 20, 2017 3:46 PM	
	Email from Allen Kirkland to Rich Karner and Jim Liu March 17, 2017 2:48 PM	
	Email from Rich Karner to Allen Kirkland and Jim Liu 2:43 PM	
	Email from Allen Kirkland to Rich Karner 2:25 PM	VIS
	Email from Jor Alvin to Jim Liu, Kevin Kang, Joe, Thomas Ghizzzone, Luke Liang, and Allen Kirkland casement samples February 9, 2017 12:11 PM	VIS
	Email from Jim Liu to Jor Alvin, Joe, Thomas Ghizzzone, Luke Liang, and Allen Kirkland February 8, 2017 5:40 PM	VISI
	Email from Joseph Giuliano to Jim Liu and Luke Liang Re: Casement Parts February 7, 2017 2:13 PM	VIS
	Email from Jim Liu to Joseph Giuliano February 3, 2017 2:45 PM	VISI
	Email from Joseph Giuliano to Jim Liu and Luke Liang February 2, 2017 5:43 PM	VIS
	Email from Joseph Giuliano to Jim February 2, 2017 5:42 PM	VIS
	Email from Jor Alvin to Jim Liu and John at Trust hardware Casement samples August 11, 2016 5:02 PM	VIS
	Email from Jim Liu to Jor Alvin August 8, 2016 9:15 AM	VISI
	Email from Jor Alvin to Jim Liu August 5, 2016 3:38 PM	VIS
	Email from Jim Liu to Jor Alvin and Luke Liang August 5, 2016 3:34 PM	VIS
	Email from Jor Alvin to Jim Liu and Luke Liang August 3, 2016 4:30 PM	VIS
	Email from Jim Liu to Jor Alvin, Verna Ho, and Luke Liang Re: Casement Samples July 28, 2016 5:02 PM	VIS
	Email from Luke Liang to Jor Alvin, Jim Liu, and Verna Ho July 26, 2016 5:06 PM	VIS
	Email from Jor Alvin to Luke Liang Casement samples July 20, 2016 5:32 PM	VIS

113	Email from Luke Liang to Jor Alvin, MX Tan, and Verna Ho July 19, 2016 2:47 PM	VISI
	Email from Jor Alvin to Luke Liang Casement samples July 6, 2016 1:01 PM	
	AAMA-VCL Certifications co-listing affidavit letter: Email from Jim Liu to Joe Blackwell, Luke Liang, Allen Kirkland, Alex Gerus, G Paesano FW: Affidavit letter for co-listing AAMA-VCL August 12, 2016 4:45 PM	VIS
	Email from John at Trust Hardware to Jim Liu, Jason Seals, Tamara Davis, Jor Alvin, and Chris Watson RE: Affidavit letter for co-listing AAMA-VCL 3:35 PM	VISI
	Email from Chris Watson to Jason Seals, John at Trust Hardware, and Tamara Baskin RE: Affidavit letter for co-listing AAMA-VCL August 12, 2016 7:44AM	
	Email from Jason Seals to Chris Watson and John at Trust Hardware FW: Affidavit letter for co-listing AAMA-VCL August 12, 2016 9:18 AM	VIS
	Email from John Quach to Jason Seals and Jor Alvin Affidivat letter for co-listing AAMA-VCL August 11, 2016 5:42 PM	VIS
	Email from Chris Watson to Jim Liu, Jason Seals, Tamara Davis, and Joe Blackwell Re: Affidavit letter for co-listing AAMA-VCL September 2, 2016 11:11 AM	VIS
	Email from Jim Liu to Chris Watson, Jason Seals, Tamara Davis, and Joe Blackwell 9:47 AM	
	Email from Chris Watson to Jim Liu, Jason Seals, Tamara Davis, and Joe Blackwell 8:33 AM	VISI
	Email from Jim Liu to Jason Seals, Tamara Davis, Chris Watson and Joe Blackwell Re: Affidavit letter for co-listing AAMA-VCL September 1, 2016 3:41 PM	VISI
	Email from John Quach to Jim Liu, Jason Seals, Tamara Davis, Jor Alvin, and Chris Watson August 12, 2016 3:35 PM	
	Email from Chris Watson to Jason Seals, John Quach, and Tamara Baskin 7:44 AM	VIS
	Email from Jason Seals to Chris Watson and John Quach FW: Affidavit letter for co-listing AAMA-VCL August 12, 2016 9:18 AM	
	Email from John Quach to Jason Seals and Jor Alvin Affidvate letter for co-listing AAMA-VCL August 11, 2016 5:42 PM	VIS
	Email from Joe Blackwell to Jim Liu and Luke Liang FW: Vision Hardware, Inc. – AAMA Certificates September 1, 2016 10:03 AM	VIS
	Email from Chris Watson to Joe Blackwell and Sue S. Vision Hardware, Inc. – AAMA Certificates 9:58 AM (AEO)	VISI
	Email from Joe Blackwell to Jim Liu, Luke Liang, and Allen Kirkland RE: Tie bar guide and keeper pictures August 23, 2016 2:05 PM	VIS

Email from Jim Liu to Joe Blackwell, Luke Liang, and Allen Kirkland FW: Tie bar guide and keeper pictures 1:38 PM (AEO)	
Email from Jor Alvin to Jim Liu and Luke Liang 10:45 AM (AEO)	VISI
Email from Jim Liu to Jor Alvin, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang 10:25 AM	VIS
Email from Jor Alvin to Jim Liu, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang (AEO)	
Email from Luke Liang to Allen Kirkland and Joe FW: Casement- AAMA certificate	VIS
Email from Jor Alvin to Luke Liang RE: Casement- AAMA certificate November 13, 2015 (AEO)	VISI
Email from Luke Liang to Jor Alvin RE: Casement, etc. November 12, 2015 3:53 PM (AEO)	VIS
Email from Luke Liang to Jor Alvin 3:23 PM (AEO)	VIS
Email from Jim Liu to Jor Alvin, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang RE: Tie bar guide and keeper pictures August 18, 2016 11:43 AM (AEO)	
Email from Jim Liu to Jor Alvin, Allen Kirkland, Thomas Ghizzzone, Joe Blackwell, and Luke Liang 11:33 AM (AEO)	VISI
Email from Jor Alvin to Jim Liu Tie bar guide and keeper pictures August 17, 2016 3:56 PM (AEO)	VIS
Email from Jim Liu to Jor Alvin, Thomas Ghizzzone, Joe, Allen Kirkland, and Luke Liang FW: Tie bar guide and keeper pictures August 15, 2016 4:52 PM (AEO)	VISI
Email from Thomas Ghizzzone to Jim Liu Tie bar guide and keeper pictures 4:14 PM (AEO)	VIS
Email from Joe Blackwell to Jim Liu RE: Tie bar guide and keeper pictures August 23, 2016 9:31 AM	VIS
Email from Jim Liu to Kevin Kang, Jor Alvin, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang 9:23 AM (AEO)	
Email from Jor Alvin to Jim Liu, Kevin Kang, Allen Kirkland, Thomas Ghizzzone, Joe, Luke Liang August 22, 2016 11:44 PM (AEO)	VIS
Email from Jim Liu to Jor Alvin, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang August 18, 2016 11:43 AM (AEO)	
Email from Kevin Kang to Jor Alvin, Jim Liu, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang 8:34 AM (AEO)	VISI
Email from Jim Liu to Jor Alvin, Allen Kirkland, Thomas Ghizzzone, Joe, and Luke Liang 11:33 AM (AEO)	VISI
Email from Jor Alvin to Jim Liu Tie bar guide and keeper pictures August 17, 2016 3:56 PM	VIS
Email from Jim Liu to Jor Alvin, Thomas Ghizzzone, Joe, Allen Kirkland, and Luke Liang FW: Tie bar guide and keeper pictures August 15, 2016 4:52 PM (AEO)	
Email from Thomas Ghizzzone to Jim Liu Tie bar guide and keeper pictures 4:14 PM	VIS

	Email from Joe Blackwell to Allen Kirkland, Luke Liang, Verna Ho, and tleung388 RE: Casement- AAMA certificate November 16, 2015 4:19 PM	VIS
	Email from Allen Kirkland to Luke Liang, Joe B, Verna Ho, and tleung388 3:03 PM	
	Email from Luke Liang to Allen, Joe B, Verna Ho, tleung388 2:46 PM (AEO)	
	Email from Luke Liang to Glen, Denise, and Joe B RE: Lock/tilt award November 16, 2015 2:07 PM (AEO)	VIS
	Email from Glen to Luke Liang, Denise Lock/tilt award November 13, 2015 5:14 PM (AEO)	VISI
	Email from Jim Liu to Joe Blackwell, Luke Liang, Allen Kirkland, Alex Gerus, and Glen Paesano FW: Affidavit letter for co-listing AAMA-VCL August 12, 2016 4:45 PM (AEO)	VIS
	Email from John Quach, Jim Liu, Jason Seals, Tamara Davis, Jor Alvin, and Chris Watson 3:35 PM (AEO)	VISI
	Email from Chris Watson to Jason Seals, John Quach and Tamara Baskin 7:44 AM	
	Email from Jason Seals to Chris Watson and John Quach FW: Affidavit letter for co-listing AAMA-VCL 9:18 AM (AEO)	VISI
	Email from John Quach to Jason Seals and Jor Alvin Affidivate letter for co-listing AAMA-VCL August 11, 2016 5:42 PM (AEO)	VIS
	211. Email from Jim Liu to Joe Blackwell, Luke Liang, Allen Kirkland, Alex Gerus, and Glen Paesano FW: AAMA VCL Certification Information August 15, 2016 10:19 AM (AEO)	VIS
	Email from Tamara Baskin to Jim Liu 8:50 AM (AEO)	VISI
	Casement Window Drawings:. Email from Jim Liu to Mavis, Verna Ho, Allen of Vision Hardware, and Joe Blackwell RE: Individual drawings for casement window November 11, 2016 1:21 PM	VIS
114	Email from Mavis to Jim Liu, Verna Ho, Allen of Vision Hardware, and Joe Blackwell 2:27 AM	
	Email from Jim Liu to Mavis November 4, 2016 8:16 PM	
	Email from Mavis to Jim Liu November 2, 2016 5:45 AM	VISI
	Email from Jim Liu to Mavis 12:48 AM	VIS
	Email from Mavis to Jim Liu, Allen Kirkland, Verna Ho, and Joe October 29, 2016 5:15 AM	VISI
	Email from Jim Liu to Mavis October 26, 2016 11:58 PM	VIS

Email from Mavis to Jim Liu, Allen Kirkland, Verna Ho, and Joe 3:22 AM VISION0000746	
Email from Jim Liu to Mavis 1:47 AM	VISI
Email from Mavis to Jim Liu, Allen Kirkland, and Verna Ho Re: RE: RE: Individual drawings for casement window October 25, 2016 5:45 AM	VIS
Email from Jim Liu to Mavis 3:15 AM	
Email from Mavis to Jim Liu, Allen Kirkland, and Verna Ho Re: RE: individual drawings for casement window October 11, 2016 5:41 AM	VIS
Email from Jim Liu to Mavis 4:30 AM	
Email from Allen Kirkland to Mavis, Jim Liu, and Verna Ho RE: individual drawings for casement window September 21, 2016 8:24 AM	VISI
Email from Mavis to Jim Liu, Verna Ho, and Allen 5:47 AM	VIS
	VISI
Email from Jim Liu to Mavis 4:58 AM	
Email from Jim Liu to Joseph Giuliano, Joe, Allen Kirkland, and Thomas Ghizzone RE: Casement picture, drawing, description January 5, 2017 2:45 PM	VIS
Email from Joseph Giuliano to Jim Liu, Joe, Allen Kirkland, and Thomas Ghizzone 9:58 AM	
Email from Jim Liu to Joe January 4, 2017 4:22 PM	
Email from Jim Liu to Joe Blackwell, Allen Kirkland, Thomas Ghizzone November 11, 2016 10:13 AM	VISI
159. Email from Jim Liu to Joseph Giuliano, Joe Blackwell, and Allen Kirkland November 1, 2016 1:05 PM	VIS
Email from Jim Liu to Joseph Giuliano, Joe Blackwell, and Allen Kirkland October 11, 2016 11:44 AM	
Email from Jim Liu to Joseph Giuliano and Joe Blackwell September 26, 2016 9:08 AM	VISI
Email from Verna Ho to Alex Gerus, Allen Kirkland, Joe Blackwell, Luke Liang, LiangTong, Glen, and Denise Prignano Casement operator drawings April 12, 2016 3:32 AM (AEO)	VIS
Email from Joseph Giuliano to Jim Liu September 24, 2016 10:32 AM	VIS
Email from Joseph Giuliano 10:31 AM	
Email from Jim Liu to Joe September 20, 2016 4:06 PM	VISI
Email from Joseph Giuliano to Jim Liu, Thomas Ghizzone, Glen Paesano, Liz San Martin August 18, 2016 8:18 AM	VIS
Email from Joseph Giuliano to Jim and Tom 8:17 AM	VISI
Email from Jim Liu to Joe August 17, 2016 4:54 PM	VIS
Email from Joseph Giuliano to Jim Liu Fwd: Casement picture, drawing, description	VISI
Email from Joseph Giuliano to Jim Liu, Glen Paesano, and Joe Blackwell Re: Casement picture, drawing, description August 1, 2016 3:17 PM	VIS

115	Casement Profiles: Email from Joe Blackwell to Glen Paesano FW: casement profiles/ assemblies for Vision hardware December 8, 2016 12:09 PM	VIS
	Email from Alex Gerus to Joe Blackwell and Jim Liu November 29, 2016 4:45 PM	
	Email from Michael Chaney to Alex Gerus and Kevin Tyra RE: casement profiles assemblies for Vision hardware November 29, 2016 4:06 PM	VISI
	Email from Alex Gerus to Michael Chaney and Kevin Tyra 4:03 PM	VIS
	Email from Alex Gerus to Mihael T. Chaney and Kevin Tyra casement profiles / assemblies November 28, 2016 3:22 PM	
116	Casement Hardware: Email from Joe Blackwell to GPwindow, Jim Liu, Luke Liang and Allen Kirkland FW: sample casement windows part list February 14, 2017 2:49 PM (AEO)	VIS
	Email from Jim Liu to Joe sample casement windows part list February 10, 2017 4:38 PM (AEO)	VISI
	180. Email from Joe Blackwell to Allen Kirkland RE: New Casement Hardware From Vision February 13, 2017 1:02 PM	VIS
	Email from Allen Kirkland to Joe FW: New Casement Hardware From Vision 10:25 AM	
	Email from Vision Hardware (Esan Martin) to Allen Kirkland 10:00 AM (AEO)	VISI
117	Agreement to launch casement line: 182. Email from Jor Alvin to Luke Liang RE: Casement, etc. November 11, 2015 12:40 AM	VIS
	Email from Jor Alvin to Luke Liang November 10, 2015 5:30 PM	
	Email from Jor Alvin to Luke Liang 5:07 PM (AEO)	VISI
	Email from Luke Liang to Jor Alvin, huangdan, tleung38, vernavig at 163 Casement, etc. 1:20 PM (AEO)	VISI
118	Lock Design Issue: Email to Glen Paesano to Luke Liang Re: November 20, 2015 1:15 PM	VIS
	Email from Luke Liang to Joe B, Denise, Glen Paesano, and Allen Kirkland 12:50 PM (AEO)	
	Email from Customer to Glen Paesano and Allen Kirkland FW: Review of Vision Meeting 12-8-15 December 9, 2015 11:00 AM (AEO)	VISI
	Email from Customer to Joe Vespa, Nate Blackwelder, and Allen Kirkland Review of Vision Meeting 8-8-15 August 19, 2015 9:58 PM (AEO)	VISI
	Email from Glen Paesano to Rich Karner and Allen Kirkland Re: Review of Vision Meeting 12-8-15 December 9, 2015 12:55 PM (AEO)	VIS
	Email from Rich Karner to Glen and Allen Kirkland 11:00 AM (AEO)	VISI

	Email from Rich Karner to Joe Vespa, Nate Blackwelder, and Allen Kirkland Review of Vision Meeting 8-18-15 August 19, 2015 9:58 PM (AEO)	VIS
	Email from Denise Prignano to Allen Kirkland, Jim P, Alex Gerus, and Glen Paesano FW: Customer December 22, 2015 5:43 PM	VIS
	Email from Jim P to Denise Prignano, Glen Paesano, and Alex Gerus Re: Customer 4:22 PM (AEO)	
	Email from Denise Prignano to John Miller and Jim Pesicka FW: Customer November 10, 2015 10:55 AM VISION0000793-794 (AEO)	VISI
	Email from John Miller to Jim P and Denise Prignano November 5, 2015 2:19 PM	VIS
	Email from Curt Alter to John Miller and Paul Schneider RE: Customer 11:25 AM (AEO)	
	Email from John Miller to Paul Schneider and Curt Alter FW: Customer 11:20 AM	VISI
	Email from Jim P to John Miller 8:22 AM	VIS
	Email from Denise Prignano to Jim Pesicka Customer November 4, 2015 2:49 PM VISION0000795-0000796 (AEO)	VISI
119	WOCD Casement HFT: 192. Email from Glen Paesano to Wendy Futanada, Denise Prignano, Allen Kirkland, Alex Gerus, and Luke Liang Re: Urgent casement WOCD! December 28, 2015 7:04 PM	VIS
	Email from Wendy Futanada to Glen 5:31 PM	
	Email from Glen to Wendy Futanada 8:54 AM	
	Email from Wendy Futanada to Denise Prignano, Glen Paesano, Allen Kirkland, and Alex Gerus 10:59 AM	
	Email from Luke Liang to Glen Paesano, Wendy Futanada, Denise Prignano, Allen Kirkland, and Alex Gerus 7:47 PM	VIS
	Email from Glen Paesano to Wendy Futanada, Denise Prignano, Allen Kirkland, and Luke Liang December 29, 2015 8:04 AM	
	Email from Wendy Futanada to Glen December 28, 2015 5:31 PM	
	Email from Glen to Wendy Futanada 8:54 AM	
	Email from Wendy to Denise, Glen, Allen, and Alex 10:59 AM	VIS
120	Marvin-MN: 195. Email from Jim P to Glen Paesano, Denise, and Allen Kirkland Customer January 15, 2016 3:42 PM (AEO)	VIS
	Email from Allen Kirkland to Glen Paesano, Denise, Joe Blackwell, and Alex RE: Customer January 15, 2016 3:47 PM	VIS

	Email from Jim P to Glen Paesano, Denise, and Allen Kirkland Customer January 15, 2016 3:42 PM (AEO)	
	Email from Jim P to Glen Paesano, Denise, and Allen Gerus Re: Customer January 29, 2016 5:16 PM	VIS
	Email from Glen Paesano to Jim Pesicka, Denise, and Allen 3:26 PM (AEO)	
	Email from Jim Pesicka to Glen Paesano, Denise, and Allen Kirkland Customer January 15, 2016 3:42 PM (AEO)	VISI
121	Gerkin 197. Email from Alex Gerus to Denise Prignano and Glen Paesano RE: Customer push – pull lock January 18, 2016 11:20 AM	VIS
	Email from Denise Prignano to Alex Gerus and Glen Paesano 11:15 AM	
	Email from Alex Gerus to Denise Prignano and Glen Customer push – pull lock 9:20 AM	
	Email from Mavis to Alex Gerus and Verna Ho Re:#177, Lin1431-pull action sweep lock 4:22 AM (AEO)	
122	Trust Hardware Site: Email from Glen Paesano to Jgiuliano Fwd: casement May 11, 2016 4:18 PM	VIS
	Email from Luke Liang to Glen Paesano, Allen, Joe Blackwell 3:31 PM (AEO)	
123	Window Request: Email from Allen Kirkland to Glen Paesano, Alex, Luke Liang, and Joe Blackwell RE: Recap for 16.5.18 technical meeting—When windows can be sent out to us? June 10, 2016 8:11 AM	VIS
	Email from Glen Paesano to Allen, Alex, Verna Ho, Luke Liang, Joe Blackwell, Denise and tleung388 and Cindyvig at 163 June 9, 2016 5:30 PM	
	Email from Allen Kirkland to Glen Paesano, Alex, Verna Ho, Luke Liang, Joe Blackwell, Denise and tleung388 and Cindyvig at 163 5:24 PM (AEO)	
	Email from Glen Paesano to Alex, Allen, Verna Ho, Luke Liang, Joe Blackwell, Denise and tleung388 and Cindyvig at 163 5:14 PM (AEO)	VISI
	Email from Verna Ho to Luke, Joe B, Glen Paesano, Allen Kirkland, Alex Gerus, LiangTong, and Cindy June 3, 2016 3:59 AM (AEO)	VIS
	Email from Verna Ho to Luke, Joe B, Glen Paesano, Allen Kirkland, Alex Gerus, LiangTong, and Cindy Recap for 16.5.18 technical meeting May 18, 2016 3:58 PM (AEO)	VISI
124	Casement Payment Inquiry: Email from Allen Kirkland to Thomas Ghizzzone, Glen Paesano, and Joe Blackwell RE: Casement Payment Inquiry June 27, 2016 12:11 PM	VIS
	Email from Thomas Ghizzzone to Allen Kirkland, Glen Paesano, and Joe Blackwell FW: Casement Payment Inquiry 10:45 AM	
	Email from Carlene Ballance to Thomas Ghizzzone Re: casement Payment Inquiry June 27, 2016 10:37 AM (AEO)	

	Email from Thomas Ghizzzone to Carlene Ballance June 24, 2016 8:39 AM (AEO)	VIS
125	Casement Promo Sample: Email from Glen Paesano to Vaughn Sari, Verna Ho, Allen Kirkland, Alex Gerus, Denise Prignano, Luke Liang, Joe Blackwell, and LiangTong, Cindy, and vigpmc at 163 Re: Casement hardware promotional samples by boat July 5, 2016 4:08 PM	VIS
	Email from Vaughn Sari to Glen Paesano 9:13 AM	
	Email from Verna Ho to Vaughn Sari, Allen Kirkland, Alex Gerus, Denise Prignano, Luke Liang, Joe Blackwell, LiangTong, Cindy and vigpmc Casement hardware promotional samples by boat June 30, 2016 5:21 AM (AEO)	
	Email from Thomas Ghizzzone to Carlene Ballance, Allen Kirkland, and Glen Paesano Casement July 22, 2016 10:21 AM (AEO)	VIS
	Email from Carlene Ballance to Thomas Ghizzzone Re: Weep Covers picked up 9:31 AM	VIS
	Email from Luke Liang to Glen Paesano and Joseph Giuliano FW: Casement Hardware Product List July 26, 2016 1:55 PM	VIS
	Email from Jim Liu to Glen Paesano, Joseph Giuliano, Luke Liang, Joe, Allen Kirkland, and Alex Gerus Casement Hardware Product List (AEO)	
	Email from Glen Paesano to Verna Ho, Allen, Joe Blackwell, Luke Liang, LiangTong Re: Tie bar length May 26, 2016 1:24 PM	VIS
	Email from Verna Ho to Allen Kirkland, Glen Paesano, Joe Blackwell, Luke Liang, LiangTong 4:30 AM	
	Email from Allen Kirkland to Verna Ho, Glen Paesano, Joe Blackwell, Luke Liang, and LiangTong May 23, 2016 9:01 AM (AEO)	
	Email from Verna Ho to Allen Kirkland, Glen Paesano, Joe Blackwell, Luke Liang, and LiangTong May 21, 2016 1:27 AM (AEO)	VIS
	Email from Allen Kirkland to Verna ho, Glen Paesano, Joe Blackwell, Luke Liang, and LiangTong May 20, 2016 8:56 PM	VIS
	Email from Verna Ho to Allen Kirkland, Glen Paesano, Joe Blackwell, Luke Liang, and Liang Tong May 19, 2016 11:45 PM (AEO)	
	Email from Cindy to Allen Kirkus RE: Lin1651 PD/ Casement hardware display board—Urgent!! AOL email Accessed October 19, 2018 (AEO)	VIS
	Email from Jim Liu to Allen Kirkland RE: Casement operator September 19, 2016 9:49 AM (AEO)	VIS
	Email from Glen Paesano to Jim Liu Re: casement Kits September 26, 2016 6:32 PM	VIS
	Email from Jim Liu to Glen and Tom 12:33 PM AOL Mail (AEO)	
126	Casement Truth: Email from Jim Liu to Luke Liang, Joe Blackwell, Glen Paesano, Allen, and Denise RE: Casement, cosnant force July 26, 2016 2:42 PM	VIS

	Email from Luke Liang to Joe B, Glen Paesano, Allen, Jim Liu, Denise 12:53 PM (AEO)	
	Email from Jim Liu to Joseph Giuliano, Glen Paesano, and Joe Blackwell Casement picture, drawing, description August 1, 2016 2:12 PM	VIS
	Email from Jim Liu to Luke Liang, Joe Blackwell, Glen Paesano, Allen, and Denise RE: Casement, cosnant force July 26, 2016 2:42 PM	
	Email from Luke Liang to Joe B, Glen Paesano, Allen, Jim Liu, Denise 12:53 PM (AEO)	
127	Meeting to launch casement show: 212. Email from Luke Liang to Denise, Glen Paesano, Joe Blackwell, Allen, Jim Liu, and Alex Gerus Meeting This Wednesday August 15, 2016 4:00 PM (AEO)	VIS
	Email from Glen Paesano to Luke Liang, Deniswe, Glen Paesano, Joe Blackwell, Allen, Jim Liu, and Alex Re: Meeting This Wednesday August 15, 2016 4:05 PM	VIS
	Email from Luke Liang to Denise, Glen Paesano, Joe Blackwell, Allen, Jim Liu, and Alex Gerus Meeting This Wednesday August 15, 2016 4:00 PM (AEO)	
128	Casement Webpage Catalog: 214. Email from Joseph Giuliano to Jim Liu, Thomas Ghizzone, Glen Paesano, Liz San Martin Re: Casement picture, drawing, description August 18, 2016 8:20 AM	VIS
	Email from Jim Liu to Joe Blackwell August 17, 2016 4:53 PM (AEO)	
	Email from Joseph Giuliano to Jim Liu Fwd: Casement picture, drawing, description 4:45 PM (AEO)	VISI
	Email from Joseph Giuliano to Jim Liu, Glen Paesano, and Joe Blackwell August 1, 2016 3:17 PM	VIS
	Email from Jim Liu to Joe Blackwell 2:11 PM (AEO)	
	Email from Jim Liu to Luke Liang, Joe Blackwell, Glen Paesano, Allen, and Denise RE: Casement, cosntant force July 26, 2016 2:42 PM (AEO)	
	Email from Luke Liang to Joe Blackwell, Glen Paesano, Allen, Jim Liu, and Denise 12:53 PM (AEO)	VIS
	Email from Glen Paesano AOL Mail Fwd: Casement Hardware Catalog Sent after August 30, 2016 3:11 PM (AEO)	VIS
	Email from Jim Liu to Joe Blackwell RE: Casement picture, drawing, description September 20, 2016 4:07 PM AOL Mail (AEO)	VIS
	Email from Glen Paesano to Jim Liu Re: casement Kits September 26, 2016 6:32 PM	VIS
	Email from Jim Liu to Glen and Tom 12:33 PM AOL Mail (AEO)	
129	Email from Glen Paesano to bcc. Fwd: casement price list September 28, 2016 1:31 PM	VIS
	Email from Luke Liang to Emily and Glen Paesano 12:33 PM AOL Mail (AEO)	

130	Email from Jim Liu to bcc, Joe and Glen FW: Reverse Dyad Operators October 3, 2016 11:19 AM AOL Mail (AEO)	VIS
	Email from Glen Paesano to BCC, Luke Liang, and 6 more Re: Reverse Dyad Operators October 4, 2016 AOL Mail (AEO)	VIS
131	Email from Rich Karner to Chelsea and 2 others RE: casement profiles / assemblies for vision hardware November 30, 2016 8:14 AM AOL Mail (AEO)	VIS
	Email from Glen Paesano to Allen Kirkland and one more Fwd: casement profiles / assemblies for Vision hardware December 5, 2016 AOL Mail (AEO)	VIS
	Email from Glen Paesano to BCC and two others Fwd: Casement Drawings December 5, 2016 4:37 PM	VIS
	Email from Eric Stanley to Glen Paesano Casement Drawings 1:46 PM AOL Mail (AEO)	
132	Email from Glen Paesano to Thomas Ghizzzone, Joe Blackwell Jim Liu, Allen Kirkland, and Luke Liang Re: Testing our casement hardware on windows December 16, 2016 5:02 PM	
	Email from Thomas Ghizzzone to Joe Blackwell, Jim Liu, Allen Kirkland, Glen Paesano, and Luke Liang 4:22 PM AOL Mail (AEO)	VIS
	Email from Glen Paesano to Allen Kirkland and four others Re: Testing our casement hardware on windows December 19, 2016 10:14 AM	VIS
	Email from Allen Kirkland to Glen 8:32 AM AOL Mail (AEO)	
133	Email from Glen Paesano to four others Training meeting with casement hardware supplier December 19, 2016 10:38 AM AOL Mail (AEO)	VIS
134	Email from Jim Liu to Glen and Allen RE: casement samples January 3, 2017 10:27 AM AOL Mail (AEO)	VIS
	Email from Jim Liu to Glen Paesano and Allen RE: casement Samples January 3, 2017 1:05 PM	VIS
	Email from Glen Paesano to Jim Liu, Glen Paesano, and Allen 12:03 PM AOL Mail (AEO)	
	Email from Glen Paesano to Jim Liu, Glen Paessano, and Allen Re: casement samples January 3, 2017 1:11 PM	VIS
	Email from Jim Liu to Glen Paesano, Glen Paesano, and Allen 1:05 PM AOL Mail (AEO)	
135	Email from Verna Ho to Allen, Glen Paesano and 4 others RE: _____#577 March 14, 2017 3:51 AM AOL Mail (AEO)	VIS
	Email from Jim Liu to Glen Paesano, Allen, and Alex and 4 others Profile for our casement March 22, 2017 4:42 PM (AEO)	VIS
	Email from Glen Paesano to one person Fwd: Profile for our casement March 30, 2017 12:23 AM	VIS
	Email from Jim Liu to Alex Gerus, Allen Kirkland, Greg Paesano, Luke Liang, and Joe Blackwell Profile for our casement March 22, 2017 4:42 PM AOL Mail (AEO)	

136	Email from Chris to Glen Paesano and 2 others Casement Showcase April 6, 2017 10:24 AM AOL Mail (AEO)	VIS
	Email from Allen Kirkland to Glen Paesano, and three others RE: Casement Showcase April 6, 2017 11:21 AM	VIS
	Email from Luke Liang to Allen and Jim Liu 10:40 AM AOL Mail (AEO)	
	Email from Jim Liu to Glen Paesano and 6 others Profile and Casement April 19, 2017 11:20 AM AOL Mail (AEO)	VIS
	Email from Glen Paesano to Jim Liu and 8 others Re: Profile and Casement April 20, 2017 9:43 PM	VIS
	Email from Jim Liu to Glen Paesano April 19, 2017 11:20 AM AOL Mail (AEO)	
	Email from Jim Liu to Glen Paesano and 8 others RE: Profile and Casement April 21, 2017 1:57 PM AOL Mail (AEO)	VIS
137	Email from Joe Blackwell to Glen Paesano Casement meeting April 26, 2017 3:41 PM AOL Mail (AEO)	VIS
	Email from Glen Paesano to Joe Blackwell Re: Casement meeting April 26, 2017 3:54 PM	VIS
	Email from Joe Blackwell to Glen Paesano 3:41 PM AOL Mail (AEO)	
138	Email from Jim Liu to Alex, Glen Paesano, Liz, and 5 others May 4, 2017 2:33 PM AOL Mail (AEO)	VIS
139	Email from Jim Liu to Glen and 3 others Casement window hardware list May 16, 2017 3:43 PM AOL Mail (AEO)	VIS
	Email from Jim Liu to Glen Paesano, and one other _____ July 28, 2017 4:52 PM AOL Mail (AEO)	VIS
	Email from Jim Liu to Glen Paesano and 3 others Casement Sample Window update July 31, 2017 11:27 AM AOL Mail (AEO)	VIS
140	Email from Glen Paesano to Jerry Delaney Re: Casement Hardware August 8, 2017 7:55 PM	VIS
	Email from Jerry Delaney to Glen 6:15 PM AOL Mail (AEO)	
	Email from Glen Paesano to Jerry Delaney Re: Casement Hardware August 8, 2017 7:55 PM	VIS
	Email from Jerry Delaney to Glen 6:15 PM AOL Mail (AEO)	
141	Email from TJ to Glen Paesano and 5 others Re: _____ Customer casement hardware August 9, 2017 2:50 PM	VIS
	Email from Allen Kirkland to Jim Liu 2:45 PM AOL Mail (AEO)	
	Email from TJ to Glen Paesano and 6 others Re: Customer casement hardware August 9, 2017 3:14 PM	VIS
	Email from Jim Liu to Allen 3:04 PM AOL Mail (AEO)	

142	Email from Jim Liu to Glen Paesano, and 1 other RE: Customer Casement Window August 10, 2017 4:27 PM AOL Mail (AEO)	VIS
	Email from _____ to Jim Liu, Glen Paesano, and 1 other Re: Customer Casement Window _____ August 10, 2017 9:14 PM AOL Mail (AEO)	VIS
143	Email from _____ to Glen Paesano casement quoting August 30, 2017 3:12 PM AOL Mail (AEO)	VIS
	Email from Glen Paesano to Allen and 3 others Fwd: casement quoting August 30, 2017 3:41 PM	VIS
	Email from Heath to Glen Paesano casement quoting 3:12 PM AOL Mail (AEO)	
	Email from Allen Kirkland to Vic, Heath, Glen Paesano, and 2 others Casement items to quote August 30, 2017 5:20 PM AOL Mail (AEO)	VIS
	Email from Jim Liu to Glen Paesano, and 2 others Customer Casement Window September 5, 2017 3:29 PM AOL Mail (AEO)	VIS
	Email from _____ to Jim Liu, Glen Paesano, and 2 others Re: Customer Casement Window September 5, 2017 3:35 PM	VIS
	Email from Jim Liu to 3:29 PM AOL Mail (AEO)	
	Email from Luke Liang to Glen Paesano, and 2 others Casement Follow up September 5, 2017 5:04 PM AOL Mail (AEO)	VIS
	Email from Jim Liu to Glen Paesano and 3 others Customer Casement window _____ October 23, 2017 3:58 PM AOL Mail (AEO)	VIS
144	Email from Glen Paesano to 4 others Re: Customer casement window October 23, 2017 4:11 PM	
	Email from Jim Liu to Glen Paesano, Denise Prignano, Allen Kirkland, and Joe Blackwell 3:58 PM AOL Mail (AEO)	VIS
145	Wechat June 8, 2020 – June 19, 2020 in English	
146	Wechat June 22, 2020 – July 8, 2020 in English	
147	Wechat July 10, 2020 – July 17, 2020 in English	
148	Wechat in Chinese and some English “CBP advises that you...”	
149	Wechat July 10, 2020 - July 17, 2020 in Chinese and some English	
150	Wechat in Chinese	

151	Wechat in Chinese and some English June 22, 2020 - July 6, 2020	
152	Wechat in Chinese with Fedex package photo	
153	Chinese letter	
154	Fedex Waybill package with CDs	
155	Wechat in Chinese June 29, 2020	
156	Wechat voice talk in translation between Alvin Zhuo and Luke Liang	
157	3D Printed Proto 657 LIN1870 Operator Shim	VIS
158	The back of 3D Printed Proto 657 LIN1870 Operator Shim	VIS
159	3D Printed Proto 657 LIN1870 Tie Bar Guide	VIS
160	The back of 3D Printed Proto 657 LIN1870 Tie Bar Guide	VIS
161	3D Printed Proto 450 LIN1844-02 Tie Bar Guide	VIS
162	The back of 3D Printed Proto 450 LIN1844-02 Tie Bar Guide	VIS
163	3D Printed Protos 622 LIN1910 Operator Shim	VIS

164	The back of 3D Printed Protos 622 LIN1910 Operator	VIS
165	3D Printed Proto 256 LIN1982 Tie Bar Guide	VIS
166	The back of 3D Printed Proto 256 LIN1982 Tie Bar Guide	VIS
167	Exhibits marked at deposition of Jimou Liu as D-44to D-43, consisting of Emails Bates numbered ;	VISION
168	Emails	VISION
169	Emails	VISION
170	Emails	VISION
171	Exhibit D47	
172	Exhibit D48	
173	Exhibit D49	
174	Exhibit D50	
175	Exhibit D51	
176	Exhibit D52	
177	Exhibit D53	
178	Exhibit D54	
179	Exhibit D55	
180	Exhibit D56	
181	Exhibit D57	
182	Exhibit D58	
183	Exhibit D59	
184	Exhibit D60	
185	Exhibit D61	
186	Exhibit D62	
187	ACU US Hardware sales records	
188	Photos of 2016 Las Vegas Tradeshow Vision Industries	VISION I
189	Photo of 2017 Atlanta tradeshow Vision Industries	VIS
190	Invoice Sales Order Dated January 5, 2001 for A	VIS
191	Invoice Sales Order Dated October 3, 2001 for B	VIS
192	Invoice Sales Order Dated February 5, 2002 for E	VIS
193	Invoice Sales Order Dated March, 3, 2011 for F	VIS
194	Invoice Sales Order Dated March 28, 2006 for H	VIS
195	Invoice Sales Order Dated October 15, 2002 for I	VIS

196	Invoice Sales Order Dated July 10, 2008 for J	VIS
197	AAMA certificates, emails, invoices to Vision, price lists, invoices for ACU sales to U.S. customers, produced by ACUAEO	(
198	ACU Hardware USA Inc Forms 1120 for tax years 2017, 2018, and 2019	
199	Information on seven existing Vision customers	VIS
200	Sales by Customer Type report	VISION I
201	Previous Vision Sales history Attorneys Eyes only	VIS
202	July 6 2016 from Luke Liang to Alvin Zhou plan to launch casement at Glasbuild show in October	VIS
203	Email June 29, 2017 Luke Liang to Alvin Zhou re efforts to prepare market and start selling and need product	VISION
204	Email August 23 2016 from Joseph Bell to Jim Lieu re hardware for window for show	VIS
205	Advertising by Vision of casement	VISION
206	Email from Luke Liang to Alvin Zhou July 26, 2016 re launc of casement at trade show	VIS
207	emails from and to Vision employees and customers re preparing samlpes for customers	VISION
208	Email from Luke Liang to alvin Zhou re ACU's refusal to sell February 7, 2018	VIS



US007900400B2

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(12) **United States Patent**
Liang et al.

(10) **Patent No.:** **US 7,900,400 B2**
(45) **Date of Patent:** **Mar. 8, 2011**

(54) **ADJUSTABLE WINDOW HINGE**

(75) Inventors: **Luke Liang**, So. Plainfield, NJ (US);
Tong Liang, Guang Zhou (CN); **David**
Chen, Guang Zhou (CN)

(73) Assignee: **Vision Industries Group, Inc.**

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 513 days.

(21) Appl. No.: **11/601,383**

(22) Filed: **Nov. 17, 2006**

(65) **Prior Publication Data**
US 2008/0115321 A1 May 22, 2008

(51) **Int. Cl.**
E05D 15/28 (2006.01)

(52) **U.S. Cl.** **49/246; 49/250; 49/252; 49/396;**
16/235; 16/242; 16/245

(58) **Field of Classification Search** **49/246,**
49/250-252, 396; 16/235, 242, 245
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

2,541,567 A * 2/1951 Barrett 16/245
3,092,097 A * 6/1963 Moss 126/194
4,726,092 A 2/1988 Tacheny et al.
4,790,106 A * 12/1988 La See 49/252
RE32,846 E 1/1989 Sandberg et al.
5,040,267 A * 8/1991 Dallmann 16/239

5,074,075 A * 12/1991 La See 49/252
5,152,102 A * 10/1992 La See 49/252
5,307,539 A * 5/1994 Bauman 16/239
RE34,657 E * 7/1994 La See 49/252
5,491,930 A * 2/1996 La See 49/252
RE35,635 E * 10/1997 Bauman 16/239
5,794,310 A * 8/1998 Dallmann 16/362
5,964,011 A * 10/1999 Ruston et al. 16/239
6,112,371 A * 9/2000 Tremblay 16/362
6,134,751 A * 10/2000 Carrier et al. 16/242
6,276,025 B1 * 8/2001 Leibman 16/241
6,513,194 B2 * 2/2003 Harkins et al. 16/239
6,643,896 B2 * 11/2003 Carrier 16/242
7,257,864 B2 * 8/2007 Liang et al. 16/366
2002/0108212 A1 * 8/2002 Carrier 16/242

* cited by examiner

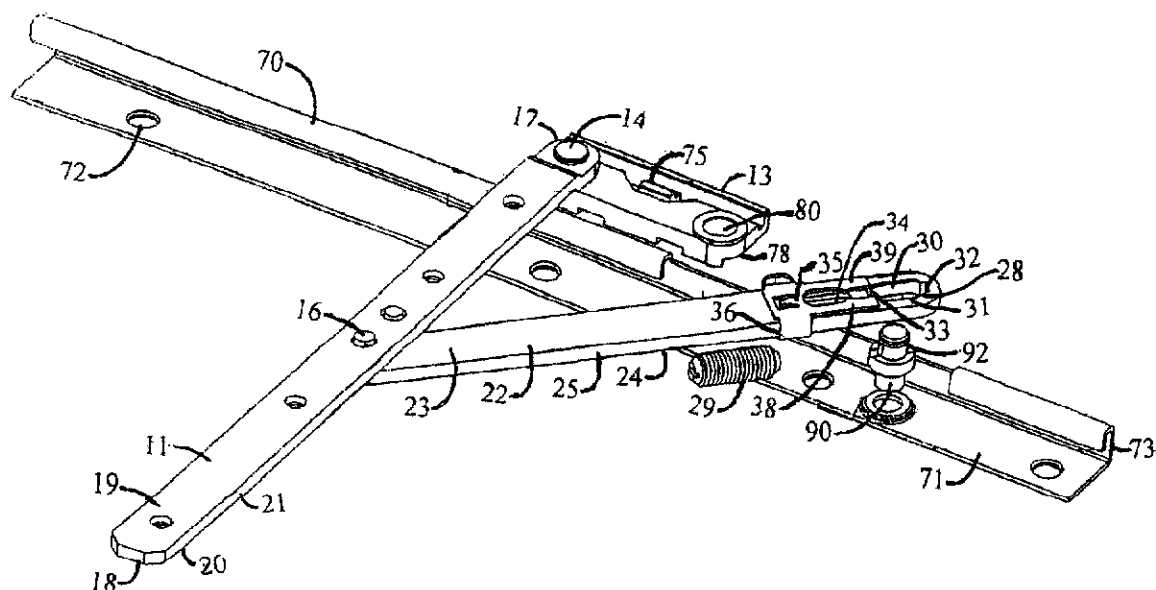
Primary Examiner — Jerry Redman

(74) *Attorney, Agent, or Firm* — Thomas A. O'Rourke;
Bodner & O'Rourke, LLP

(57) **ABSTRACT**

The present invention corrects sash sag in casement windows by implementing an adjustable hinge. The adjustable hinge includes a sash arm, a support arm, a retaining clip and an adjustment mechanism. The adjustment mechanism serves a twofold purpose. First, it allows one to adjust the hinge for sash sag, and it also secures the support arm to the track of the adjustable hinge. The adjustment mechanism includes a threaded support post and a threaded member. The threaded support post has a circumferential groove which is used to receive the arms of a retaining clip. The sash arm is mounted to the track of the adjustable hinge via a shoe block. The sash arm has a protrusion located on its bottom surface. The protrusion serves as a movement restrictor.

20 Claims, 5 Drawing Sheets





US008032989B2

A-2

(12) **United States Patent**
Liang et al.

(10) **Patent No.:** **US 8,032,989 B2**
(45) **Date of Patent:** **Oct. 11, 2011**

(54) **CASEMENT WINDOW HINGE**

(56) **References Cited**

(75) Inventors: **Luke Liang**, South Plainfield, NJ (US);
Tong Liang, Guang Zhou (CN); **David**
Chen, Guang Zhou (CN)

U.S. PATENT DOCUMENTS

4,726,092 A * 2/1988 Tacheny et al. 16/364
4,980,947 A * 1/1991 McQuigge 16/235
2007/0289100 A1 * 12/2007 Lake et al. 16/362
2008/0000159 A1 * 1/2008 Gilbert 49/345

(73) Assignee: **Vision Industries Group, Inc.**

* cited by examiner

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 492 days.

Primary Examiner — William L. Miller

(74) *Attorney, Agent, or Firm* — Thomas A. O'Rourke;
Bodner & O'Rourke, LLP

(21) Appl. No.: **11/903,745**

(57) **ABSTRACT**

(22) Filed: **Sep. 24, 2007**

A hinge for casement windows is disclosed. The said hinge includes a track and a shoe that is adapted to travel along the track. There is a sash arm that is pivotally connected and extending from the shoe and a support arm. The support arm has a first end and a second end. The first end is pivotally connected to the sash arm and said second end of the support arm is pivotally connected to the track. The support arm has an orifice for receiving a pin extending from the track. The support arm has a clip for securing the support arm to the track. The clip has a grip extending therefrom to assist in moving the clip from a first position to a second position.

(65) **Prior Publication Data**

US 2009/0077897 A1 Mar. 26, 2009

(51) **Int. Cl.**

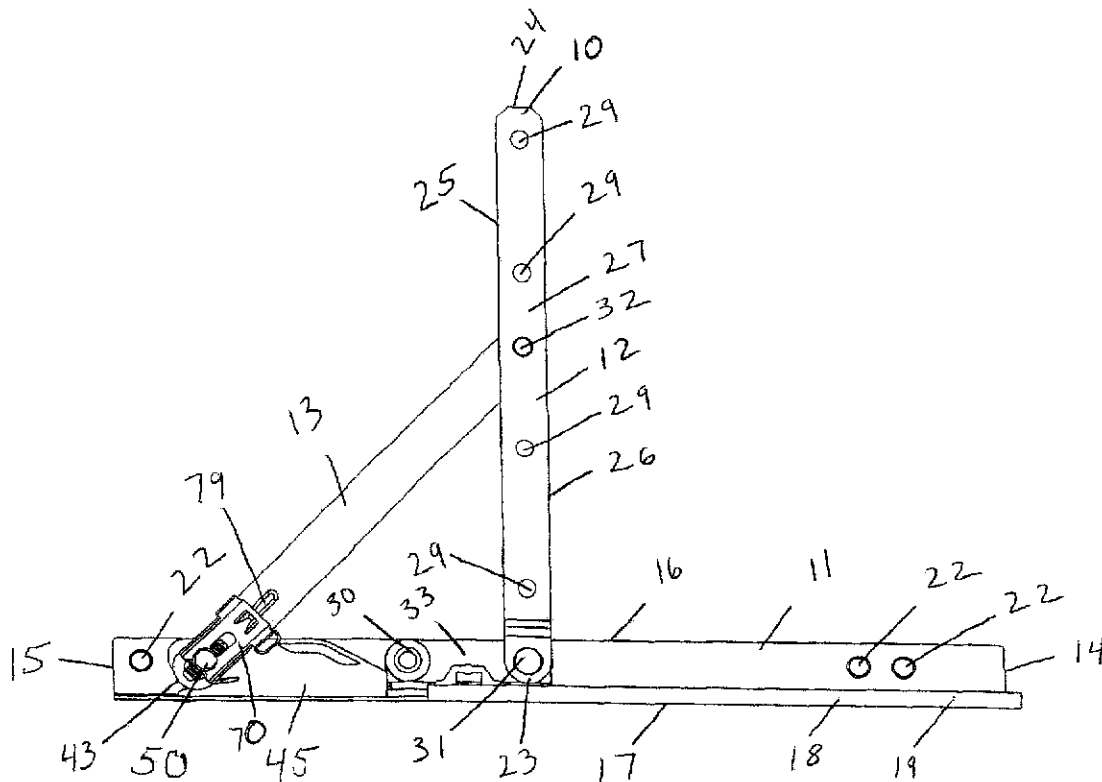
E05D 15/00 (2006.01)

(52) **U.S. Cl.** **16/362; 16/363; 16/371; 49/345**

(58) **Field of Classification Search** **16/362-364, 16/366, 368, 371, 374, 235; 49/248, 252, 49/345**

See application file for complete search history.

34 Claims, 42 Drawing Sheets



A-3

发件人: liang@visionhardware.com <liang@visionhardware.com>

发送时间: 2015年10月28日 15:29

收件人: 'joravln' <joravln@icloud.com>

主题: RE: 合作

Hi, attached please find a distribution agreement where I modified myself from a mostly boilerplate format. Please let me know should you have any comments so that we can wrap this thing up.

Thanks!!

Mike Liang

Vision Industries Group, Inc.

100 Metuchen Road

South Plainfield, NJ 07080

Tel: 908-822-2003 Ext. 110

Fax: 908-822-2993 (Direct)



This e-mail message and any documents accompanying it contain information that belongs to Vision Industries Group, Inc. and which might be confidential and/or legally privileged for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the reliance on the contents of this message and/or accompanying documents is strictly prohibited. If you have received this e-mail message in error, immediately notify us via return email to the United States at 908-822-2003

A-4

kevinkang@bellnet.ca

From: jim liu <jm.liu@visionhardware.com>
Sent: August 18, 2017 2:23 PM
To: kevinkang@bellnet.ca; 'jor alvin'
Cc: 'verna_h'; 'Joe'
Subject: RE: questions

Thanks Kevin, please use our UPS account: 264V8W.

JIM-0818

Regards,

Jim Liu
 Vision Industries Group, Inc.

From: kevinkang@bellnet.ca [mailto:kevinkang@bellnet.ca]
Sent: Thursday, August 17, 2017 5:06 PM
To: 'jim liu'; 'jor alvin'
Cc: 'verna_h'; 'Joe'
Subject: RE: questions

Hi Jim,

Please see the order confirmation as below.

HG-06 Esmt Line Device	300 x \$1.85 = \$465.00	118
TRUSTY-01L Dual Arm Op. LH	5 x 6.30 = 31.50	3.2
TRUSTY-02L Dyad Op. LH	10 x 5.50 = 55.00	46
TRUSTY-02R Dyad Op. RH	10 x 5.50 = 55.00	
Total C\$606.50		

2

Apr 21 70518 D

We are out of TRUSTY-03R. Please let me be advised of Transportation & acct. No. Thank you.

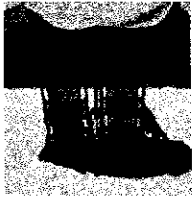
Warm Regards.

Kevin Kang
 ACU Plasmold Inc.
 270 Esna Park Dr. Unit #9-10
 Markham, Ontario L3R 1H3
 Tel: 905-477-7376 | Fax: 905-477-8655
 E-mail: kevinkang@bellnet.ca

From: jim liu [mailto:jm.liu@visionhardware.com]
Sent: August 17, 2017 11:16 AM
To: kevinkang@bellnet.ca; 'jor alvin' <acuhardware1@hotmail.com>
Cc: 'verna_h' <verna_ho@visionhardware.com>; 'Joe' <jblackwell@visionhardware.com>
Subject: RE: questions

A-5

Re: 答复: ACU price list 2018



jor alvin

周五 2017/12/15, 20:48

黄聃;

强的戴林强;

lukevission

你应该清楚不光是锌合金涨价吧? 这两年来老板没给你涨工资吗?

发自我的 iPhone

在 2017 年 12 月 15 日, 上午 1:17, 黄聃 <huangnad@163.com> 写道:

卓总, 您好:

附件是最新报价和 2017 年 3 月 11 日报价的对比情况, 24 款产品价格未变, 但是 22 款价格上调幅度 6.06-37.65%。

之前您提到的价格上涨主要是因为锌合金材料导致的, 但是如果只是这个问题, 报价应该有点问题, 请再复核一下。

1、锌合金材料价格 (已含税含运费) 上涨 17%

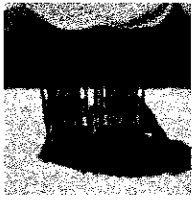
2017.3.11 报价 21760/吨

2017.12.15 报价 25500/吨

包含锌合金的零件, 其产品报价组成应该分为 材料费, 喷粉, 五金件, 组装等, 那么应该仅对锌合金零件部分的产品净重把材料差异加上, 所以这部分应该所占比重不大, 可以直接按零件重量算出差价。

假设成本分析:

材料上涨 17%, 最终对成品的影响应该是 6.94%



Re: 答复(Reply): ACU price list 2018

你应该清楚不光是锌合金涨价吧? 这两年来老板没给你涨工资吗?

You should know that not just zinc alloy price increases. Hasn't your boss raised your salary in the past two years?

发自我的(Sent from my) iPhone

2017-12 15, am 1:17, 黄聃(Huang Dan) <huangnad@163.com> Wrote: 卓总(GM Zhuo),
您好(How are you)

Re: 答复(reply): ACU price list 2018

你应该清楚不光是锌合金涨价吧? 这两年来老板没给你涨工资吗?

You should know that not just zinc alloy price increases. Hasn't your boss raised your salary in the past two years?

发自我的(Sent from my) iPhone

2017 -12- 15, am 1:17, 黄聃(Huang Dan) <huangnad@163.com> 写道: (write)

卓总(

(GM Zhuo),

您好(How are you)

附件是最新报价和 2017 年 3 月 11 日报价的对比情况, 24 款产品价格未变, 但是 22 款价格上调幅度 6.06-37.65%。

Attachment is the latest quotation and March 11, 2007 price comparison, 24 products prices remain unchanged, but 22 prices increased by 6.06-37.65%.

之前您提到的价格上涨主要是因为锌合金材料导致的, 但是如果只是这个问题, 报价应该有点问题, 请再复核一下。The price increase you mentioned before is mainly due to

zinc alloy materials, but if this is the only problem, the quotation should be a bit of a problem, please review it.

1、锌合金材料价格(已含税含运费) 上涨 17%

2017.3.11 报价 21760/吨

2017.12.15 报价 25500/吨

1, zinc alloy material prices (including tax and freight) increased by 17%

2017.3.11 quote 21760/ tons

2017.12.15 quote 25500/ tons

包含锌合金的零件, 其产品报价组成应该分为 材料费, 喷粉, 五金件, 组装等, 那么应该仅对锌合金零件部分的产品净重把材料差异加上, 所以这部分应该所占比重不大, 可以直接按零件重量算出差价。Components' quoted price which containing zinc alloy should be divided into material cost, powder coating cost, hardware parts, assembly cost and so on. Then only the difference of material of zinc parts should be added. Thus this part should not be a large proportion, and the price difference can be calculated directly according to the weight of the parts.

假设成本分析:

Cost analysis for the following parts example:

材料上涨 17%, 最终对成品的影响应该是 6.94%

Materials increased by 17%, and ultimately the impact on the finished product should be 6.94%.

产品型号 (item no)	产品净重 (net weight)(g)	原材料含税进价 (import material tax included)(吨)(ton)	原材料成本 (含税+5% 损耗) (material cost(tax included+5% scrap rate)	加工费 (molding ost)	喷粉 (powder cost cost)	组装 (Assembly cost)	利润 (Profit)	产品总价 Quoted price
CL-03	150	21,760	3.43	1.5000	1.57	1.00	1.00	8.50
CL-03	150	25,500	4.02	1.5000	1.57	1.00	1.00	9.09

<InsertPic_.png>

2、有部分五金冲件和塑胶零件也做调价, 而且幅度还很大, 请看一下是不是搞错了? Some of the stamping parts and plastic parts have also made price adjustments, and the ranges are still very large, please see if there is a mistake?

3、贵司有部分产品是铝合金的，请标注一下，谢谢！

3, some of your products are made of aluminum alloy, please mark it, thank you!

美国 V.I.G.公司

广东维迅实业有限公司

VIG Company USA

Guangdong Vision Enterprice Ltd.

黄聃(Huang Dan) Dan Huang 13926450108

Email: huangnad@163.com

TEL: 0757-85231098-832 FAX: 0757-85209870

地址：佛山市南海区狮山镇松岗松夏工业园凯旋路5号

Add: 5 Kaixuan Rd., Song Xia Industrial Garden, Song Gan, Shishan Town, Nanhai District, Foshan City

A-5

产品型号	产品净重(g)	原材料含税进价(吨)	原材料成本 (含税+5% 损耗)	加工费	喷粉	组装	利润	产品总价
CL-03	150	21,760	3.43	1.5000	1.57	1.00	1.00	8.50
CL-03	150	25,500	4.02	1.5000	1.57	1.00	1.00	9.09

<InsertPic_.png>

2、有部分五金冲件和塑胶零件也做调价，而且幅度还很大，请看一下是不是搞错了？

3、贵司有部分产品是铝合金的，请标注一下，谢谢！

美国 V.I.G.公司

广东维迅实业有限公司

黄聘 Dan Huang 13926450108

Email: huangnad@163.com

TEL: 0757-85231098-832 FAX: 0757-85209870

地址：佛山市南海区狮山镇松岗松夏工业园凯旋路5号

发件人: jor.alvin

发送时间: 2017-12-15 09:54

收件人: 黄聘; davie568@qq.com

主题: 答复: ACU price list 2017 (纠错)

Hi 黄小姐,

附件是最新的价钱。

Thanks.

Best regards,

Alvin Zhuo.

Acu Plasmold Inc.

Add: 270 Esna Park Dr., Unit 10,

Markham, Ontario, Canada L3R 1H3

Tel:905-477-7376 Fax:905-477-8055

A-5

Web-site:www.trusthardware.net

发件人: 黄聃 <huangnad@163.com>

发送时间: 2017 年 12 月 13 日 22:40

收件人: 强的卓总

主题: ACU price list 2017 (纠错)

卓总, 您好:

我查询过之前的报价记录, 2105 年报价之后在今年已经更新过一次报价。为了推广打开市场, 我们对外都是报了最低的价格, 如果价格再有调整估计很难消化。请再核算一下, 是否可以维持 2017 年的价格不变。谢谢!

附件有三份, 一份是 2015 年报价, 一份是 2017 年报价, 一份是 2017 年报价单发现一型号写错的, 和戴生确认过纠正过来的, 请查看。

美国 V.I.G.公司

广东维迅实业有限公司

黄聃 Dan Huang 13926450108

Email: huangnad@163.com

TEL: 0757-85231098-832 FAX: 0757-85209870

地址: 佛山市南海区狮山镇松岗松夏工业园凯旋路 5 号

A-6

At 2017-06-30 00:03:22, "Allen Kirkland" <allen@visionhardware.com> wrote:


Verna,

Can you guys get these wrenches from the hinge suppliers who sell the adjustable hinges? We can get them here but the price is crazy for basically a stamped piece of steel. Doesn't have to look just like this, the thickness is important. Needs to work on the adjustable hinges we are selling. Please let us know asap.

A-7

2023/8/17 18:59

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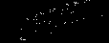


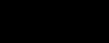

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CASEMENT

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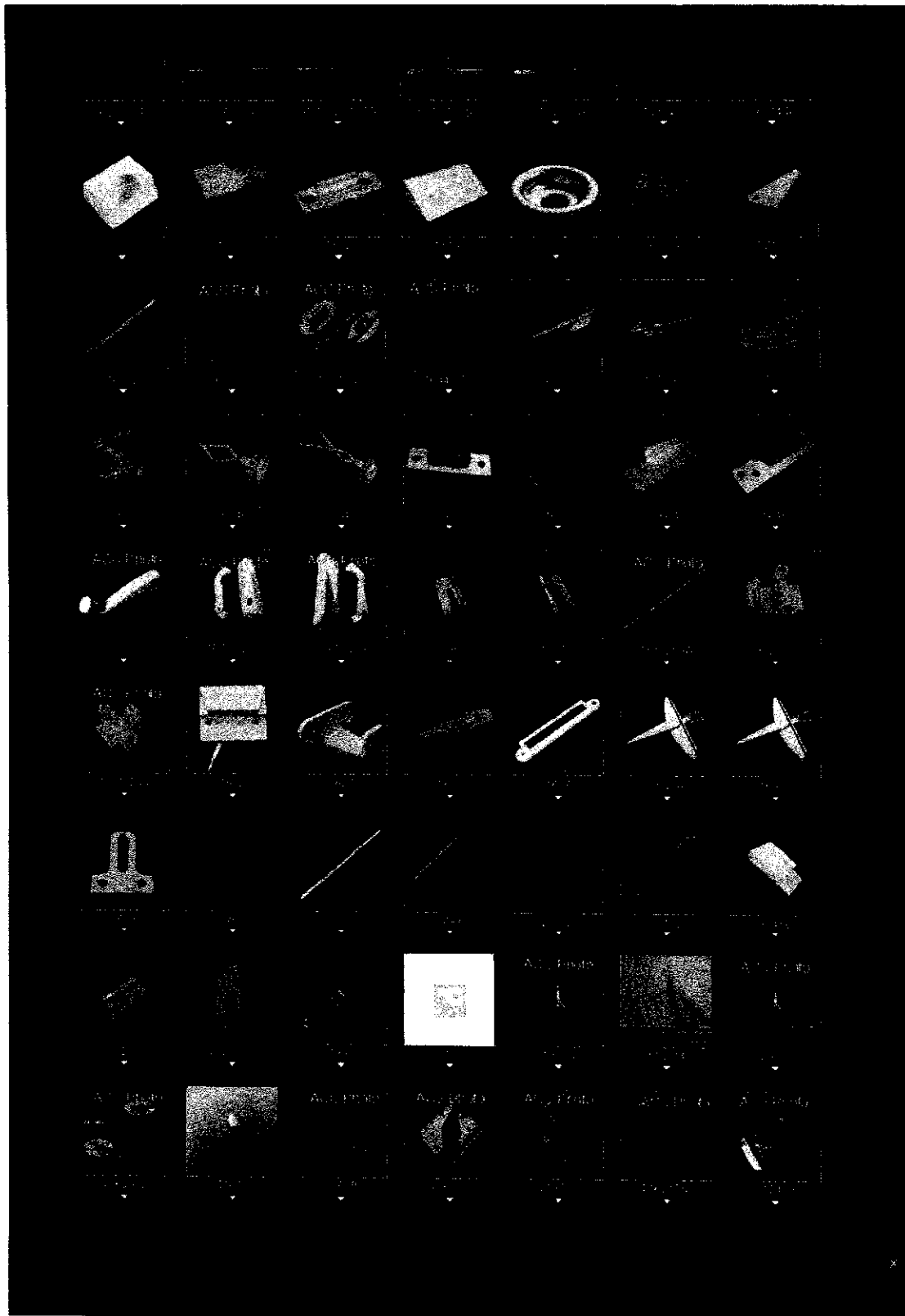
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Casement/Archives - Vision Hardware



<https://visionhardware.com/product-category/casement/>

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CaseSmartArchives - Vision Hardware

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Website: <http://www.visionhardware.com>

2023 DWM
READERS' CHOICE
AWARD

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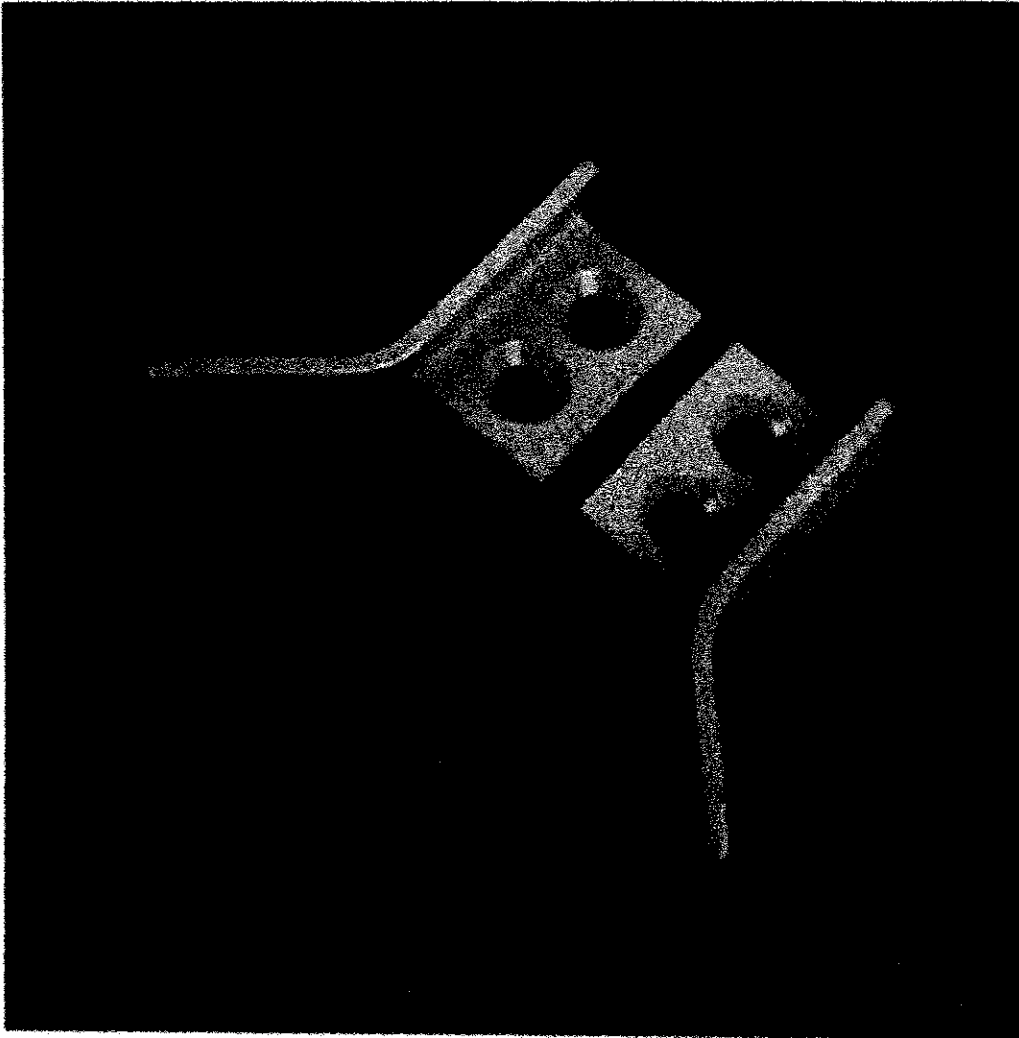
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Casement

www.visionhardware.com



Casement

Model Number:

T1666

Material:

Steel

Description:

Tie bar hook, left or right handed

Total Amount USD

Total amount for
all orders from
Vision
completed(USD)

Orders handled in China Plant	2015 orders Total USD value USD:0.00		US\$5,414.24	US\$6,794.66
	2016 orders(RATE:6.55) Total USD:3,024.00			
	2017 orders(Rate: 6.80) USD:2,390.24			
	2018 orders Total USD:0.00(2 Orders Not Completed, orders amount USD:4,600.00)			
Orders handled in Canada	2016 orders Handled Canada (Acu Plasmold Inc) Total USD:724.99		US\$1,380.42	
	2017 orders Handled Canada (Acu Plasmold Inc) Total USD:655.43			

2015 orders Total USD value USD:0.00

10	Guangdong Vission Industry Company	10/14/2015	FH-03A OR FH-03B	15	2	¥0.00	¥0.00	Free
			ELITE-01-3	16	2	¥0.00	¥0.00	
			ELITE-01L OR ELITE-01 R	7	2	¥0.00	¥0.00	
			ELITE-02L OR ELITE-02 R	5	2	¥0.00	¥0.00	
			ELITE-04	18	2	¥0.00	¥0.00	
			ELITE-04-3	20	2	¥0.00	¥0.00	
			ELITE-05	21	2	¥0.00	¥0.00	
			ELITE-05-3		2	¥0.00	¥0.00	
			SH-03		2	¥0.00	¥0.00	
			CBE-03		2	¥0.00	¥0.00	
			CBE-03		2	¥0.00	¥0.00	
			CBE-03		2	¥0.00	¥0.00	
			CBE-03		2	¥0.00	¥0.00	
			CBE-03		2	¥0.00	¥0.00	
			CBE-03		2	¥0.00	¥0.00	
			CH-03		2	¥0.00	¥0.00	
			CH-04		2	¥0.00	¥0.00	
			CH-05		2	¥0.00	¥0.00	

2016 orders(RATE:6.55) Total USD:3,024.00

NO	Customer Name	Customer Code	Date of shipment	P.O. No	Code	POS	QTY.	Unit Price	sum	Total
					ELITE-01AL	7	4	¥0.00	¥0.00	
					ELITE-01AR	7	4	¥0.00	¥0.00	

17	Guangdong Vshion Industry Company	5/23/2016	ELITE-05	21	4	¥0.00	¥0.00	Free
			ELITE-02L	5	4	¥0.00	¥0.00	
			ELITE-02R	5	4	¥0.00	¥0.00	
			FH-03A	15	5	¥0.00	¥0.00	
			FH-03B	15	7	¥0.00	¥0.00	
			CS-04L	12	7	¥0.00	¥0.00	
			CS-04R	12	7	¥0.00	¥0.00	
			ELITE-03-3	14	5	¥0.00	¥0.00	
			ELITE-05-3		4	¥0.00	¥0.00	
			ELITE-01-3	17	5	¥0.00	¥0.00	
			ELITE-01-3(PC)	16	3	¥0.00	¥0.00	
			ELITE-04-3	20	4	¥0.00	¥0.00	
			HG-10L(PC)	28	5	¥0.00	¥0.00	
			HG-10R(PC)	28	5	¥0.00	¥0.00	
			HG-10L(SS)	29	3	¥0.00	¥0.00	
			HG-10R(SS)	29	3	¥0.00	¥0.00	
			HG-13L(PC)	30	5	¥0.00	¥0.00	
			HG-13R(PC)	30	5	¥0.00	¥0.00	
			HG-13L(SS)	31	4	¥0.00	¥0.00	
			HG-13R(SS)	31	4	¥0.00	¥0.00	
			ELITE-04	18	4	¥0.00	¥0.00	
			CL-01R	36	3	¥0.00	¥0.00	
			CL-01L	36	3	¥0.00	¥0.00	
			CL-02L	37	3	¥0.00	¥0.00	
			CL-02R	37	3	¥0.00	¥0.00	
			CL-03A	38	3	¥0.00	¥0.00	
			CL-03B	38	4	¥0.00	¥0.00	
			CL-03C	38	2	¥0.00	¥0.00	
			FH-01	2	3	¥0.00	¥0.00	
			LP-02	57	5	¥0.00	¥0.00	
			HG-06	60	3	¥0.00	¥0.00	
			BK-01	51	8	¥0.00	¥0.00	
			CS-01L		6	¥0.00	¥0.00	
			CS-01R		6	¥0.00	¥0.00	
			CS-09	59	7	¥0.00	¥0.00	
			CS-10	52	3	¥0.00	¥0.00	
			CS-12	55	4	¥0.00	¥0.00	
			ELITE-05-3(BL)		150			

18	Guangdong VISION Industry Company		6/25/2016	M-1 and M-2	BK-01C(NC)	51	5000		30% off	19811.28元
					ELITE-01AL(BG)	7	40			
					ELITE-01AR(BG)	7	40			
					ELITE-02L(BG)	5	40			
					ELITE-02R(BG)	5	40			
					ELITE-04A(BG)	18	40			
					ELITE-05(BG)	21	40			
					ELITE-01-3(BG)	16	100			
					ELITE-03-3(BG)	14	150			
					ELITE-04-3(SS)	17	40			
					FH-03A(OW)	15	100			
					FH-03B(OW)	15	100			
					HG-10L(PC)	28	120			
					HG-10R(PC)	28	120			
					HG-10L(SS)	29	120			
					HG-10R(SS)	29	120			
					HG-13L(PC)	30	80			
					HG-13R(PC)	30	80			
					HG-13L(SS)	31	80			
					HG-13R(SS)	31	80			
					TB-189A(BG)	39	54			
					CL-01L(OW)	36	100			
					CL-03A(OW)	38	96			
					CL-03B(OW)	38	72			
					HG-06(BG)	60	150			
					CS-01L(BG)		1260			
					CS-01R(BG)		1260			
					CL-02L(OW)	37	100			
					CS-12(SS)	55	700			
					FH-01	2	200			
					CS-04L/R	12	800			
					FH-02	3	150			
					LP-02	57	840			
					CS-09	59	1500			

2017 orders(Rate: 6.80) USD:2,390.24

21	Guangdong VISION Industry Company		4/24/2017	#12985CC	ELITE-05	21	260		9136.8元
			4/24/2017		ELITE-05-3(BL)		400		
22	Guangdong VISION Industry Company		5/23/2017	Sample Orders	TB-269B(改款)	41	15		7116.82元
			5/24/2017		BK-01A(NC)	51	80		
			6/26/2017	#13027CC	CL-01L(OW)	36	200		
			6/26/2017		CL-01R(OW)	36	200		
			6/26/2017		CL-02L(OW)	37	200		
			6/26/2017		CL-02R(OW)	37	200		
			6/26/2017		TB-189B(BG)	39	10		
			6/26/2017	Sample Orders	TB-229B(BG)	40	14		
			6/26/2017		TB-269B(BG)	41	10		
			6/26/2017		TB-309B(BG)	42	10		
			6/26/2017						
23	Guangdong VISION Industry Company		8/15/2017	Sample Orders	Elite-02 L/R (Modified)	5	3		This order can not be accepted because of too much die charge
			8/15/2017		ELITE-01 L/R	7	6		
			8/15/2017		ELITE-05	21	6		
			8/15/2017		FH-03A/B	15	21		
			8/15/2017		ELITE-03L/R (Modified)	6	6		

2018 orders Total usd:0.00(ORDERS NOT COMPLETED)

7	Guangdong VISION Industry Company	M	1/3/2018	#13165CC	HG-06	60	600		(PRICE NOT INDICATED)	This order is too small and can not be accepted. And we don't have other orders in the
					Elite-05	21	100			

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33 492.5373

					Elite-05-3		200				coming a couple of mouths to be combined together
8	Guangdong VISION Industry Company	M	1/19/2018	313175CC	HG-10L	28	1680	7.00	(PRICE NOT ACCEPTED)		
					HG-10R	28	1680	7.00	(PRICE NOT ACCEPTED)		

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2016 orders Handled Canada (Acu Plasmold Inc) Total USD:724.99

Vishion Hardware Group Inc		8/3/2016	LUKE-726	CS-04L(B)(BG)		400	US\$0.17	¥68.00	
				CS-04L(B)(BG)		400	US\$0.17	US\$68.00	
				FH-01 C-32		200	US\$0.54	US\$108.00	
				FH-02 C-78		150	US\$0.38	US\$57.00	
				LP-02 BG		840	US\$0.10	US\$84.00	
				CS-09		1500	US\$0.12	US\$180.00	
Vishion Hardware Group Inc		8/23/2016	JIM-823	Elite-03L		4	US\$3.08	US\$12.32	
				Elite-03R		4	US\$3.08	US\$12.32	
				TB-389A		4	US\$1.15	US\$4.60	
Vishion Hardware Group Inc		8/23/2016	JIM-1004	Elite-03R		25	US\$3.08	US\$77.00	
				CS-10 BG		25	US\$0.15	US\$3.75	
				CL-03C OW		25	US\$2.00	US\$50.00	
2017 orders Handled Canada (Acu Plasmold Inc) Total USD:655.43									
		2/10/2017	JIM-209	TB-269B		4	US\$0.92	US\$3.68	
				TB-389B		4	US\$1.15	US\$4.60	
				TB-429B		4	US\$1.23	US\$4.92	
				TB-509B		4	US\$1.38	US\$5.52	
		3/2/2017	JIM-0328	ELITE-01-3 SS		4	US\$0.85	US\$3.40	
				HG-14L PC		4	US\$1.38	US\$5.52	
				HG-14R PC		4	US\$1.38	US\$5.52	
				OC-01		4	US\$0.02	US\$0.06	
				TB-589B		4	US\$1.77	US\$7.08	
				TB-469B		4	US\$1.54	US\$6.16	
				TB-189B		4	US\$1.00	US\$4.00	
				TB-229A		4	US\$0.85	US\$3.40	
				TB-269A		4	US\$0.92	US\$3.68	
				TB-30A		4	US\$1.00	US\$4.00	
				TB-349A		4	US\$1.08	US\$4.32	
				TB-389A		4	US\$1.15	US\$4.60	
				TB-429A		4	US\$1.23	US\$4.92	
				TB-469A		4	US\$1.31	US\$5.24	
				TB-509A		4	US\$1.38	US\$5.52	
				TB-549A		4	US\$1.46	US\$5.84	
				TB-589A		4	US\$1.54	US\$6.16	
				TB-629A		4	US\$1.62	US\$6.48	
		4/25/2017	JIM-0424	CL-02R OW		4	US\$1.62	US\$6.48	
				CL-01R(OW)		4	US\$1.92	US\$7.68	
		5/9/2017	JIM-0508	CL-02R OW		20	US\$1.62	US\$32.40	
				CL-01R(OW)		20	US\$1.92	US\$38.40	
		8/18/2017	JIM-0818	HG-06		300	US\$1.19	US\$357.00	
				TRUSTY01L C-32		5	US\$4.85	US\$24.25	
				TRUSTY02L C-32		10	US\$4.23	US\$42.30	
				TRUSTY02R C-32		10	US\$4.23	US\$42.30	